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WILKINS' OR WILLETT'S POINT INVESTIGATION.

JUNE 8, 1858.—Ordered to be printed.

Mr. HASKIN, from the Select Committee, submitted the following

REPORT.

Extract from the journal of Wilkins' Point Investigating Committee, June 7, 1858.

On motion of Mr. Chairman, the following preamble and resolution were unanimously adopted:

The views of the several members of this committee not agreeing so as to enable their joining in a majority report upon the facts and circumstances referred to and inquired into before them,

Resolved, That the several members of the committee be, and they are hereby, authorized to report to the House a statement or report of their views and conclusions upon the subject referred.

JAS. B. SHERIDAN,
Stenographer to the Committee.

MR. HASKIN'S VIEWS ON THE WILLETT'S POINT INVESTIGATION.

The undersigned, chairman of the Select Committee appointed by the House of Representatives on the 9th of February, 1858, to investigate the facts and circumstances connected with the sale and purchase of property at Wilkins' or Willett's Point, Long Island, New York, for fortification purposes in 1857, respectfully reports that the resolution under which the committee have acted is as follows:

"THIRTY-FIFTH CONGRESS, FIRST SESSION.

"CONGRESS OF THE UNITED STATES.

"IN THE HOUSE OF REPRESENTATIVES, *February* 9, 1858.

"On motion of Mr. HASKIN,

"*Resolved*, That a Special Committee, consisting of five members, be appointed for the purpose of investigating the facts or circumstances connected with the sale and purchase of a tract of land at Wilkins' or Willett's Point, in the county of Queens, State of New York, opposite Fort Schuyler, purchased by the government for fortification purposes, during the year 1857; and that said committee be, and they are hereby, authorized to send for persons and papers."

The committee held its first session on the 25th day of February, 1858, when, on motion of the chairman, James B Sheridan, esq., was requested to act as the stenographer of the committee; and, after a brief statement from the chairman of the causes which induced, and the objects expected to be attained by, the investigation, it was resolved that the Hon. John B. Floyd, the Secretary of War, be requested to furnish the committee with the correspondence in his department in relation to the subject-matter of the investigation, and also to attend before them, and give such other information upon the subject as he was willing to impart. It will be seen by the resolution appointing the committee, that "the facts and circumstances connected with the sale and purchase" were ordered to be inquired into, and hence great latitude was allowable and necessary in the examination of all the witnesses who were produced and examined before them. Before the investigation was ordered, newspapers, published in the city of New York, had teemed with articles designed to satisfy the public judgment that a combination of individuals connected directly or remotely with the government had been formed, and been successful in their operations, in selling the property in question to the government at an exorbitant and unjust price. The undersigned commenced his labors with the stern determination to elicit all the facts and circumstances in relation to the matter, without regard to whom it might affect, and though in so doing he had to examine a large number of witnesses without any previous knowledge of what testimony would be given, save from public rumor, and what he might elicit upon a rigid and scrutinizing examination, he has the satisfaction of knowing that his labors and efforts have not been fruitless in obtaining valuable information, and of believing that such "facts and circumstances," have been elicited in connexion with the transaction, as to warrant him in the opinion that the exposures made by the publication of the evidence herewith submitted will, to some if not a great extent, prevent the success of similar combinations in the future, and induce the various departments of our government hereafter to be more cautious and prudent in the management of such affairs, under the fear of public exposure and a rigid accountability.

In order that the House of Representatives may comprehend his conclusions in this report, the undersigned submits the following narrative, as brief as the importance of the subject will permit, of the "facts and circumstances" as they have been presented to the committee by the evidence adduced, followed by a brief statement of his conclusions thereon.

The act of Congress passed March 3, 1857, making general appropriations for fortifications, contained the following provision, "for the commencement of a fortification opposite Fort Schuyler, one hundred and fifty thousand dollars."

In pursuance of this provision General Joseph G. Totten, the head of the Engineer Bureau at Washington, commenced operations by addressing the following letter, to the engineer in charge of the fortifications at New York, Major Barnard:

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[Confidential.]

ENGINEER DEPARTMENT,
Washington, March 12, 1857.

SIR: Congress having appropriated, by act of 3d March, 1857, "for the commencement of a fort opposite Fort Schuyler, New York, $150,000," I have to request you to visit the locality, at the earliest moment your other duties will permit, and examine the ground with a view to the selection of a site, and to enter into negotiations with the owners for its purchase.

Herewith is sent a tracing of a survey of both sides of the East river in the vicinity of the proposed work, from which you will perceive that considerable latitude in the location of the fort is allowable, either "Wilkins' Point," the neighborhood of the "old fort," or "White Stone Point," affording eligible sites. Advantage should be taken of a circumstance so favorable in negotiating for the necessary land, so as to bring the owners in competition and secure fair terms to the government.

The quantity of land to be purchased will depend on the cost, and also on the configuration of the site determined upon. Should Wilkins' Point be selected, the United States should, if possible, obtain all beyond the narrow connecting neck. At the "old fort" the limits may be, say, a quarter by half a mile; and at "White Stone Point" the boundaries may be the shore lines, extending, say, 600 yards from the point, and a straight line connecting their further extremities, thus enclosing a triangular space.

You will report to this office, as early as practicable, the results of your examination of the ground, and a statement of the terms on which the owners of the sites indicated will sell the land.

You will plainly understand that the more eligible position has been deemed to be "Wilkins' Point," and a project for that position was made more than thirty years ago. Still, in fact, that is not the only point, and the owner of Wilkins' should be made to understand this clearly; because it is thought that it was bought by him, and built upon, in the expectation of forcing the government to purchase at a large price.

Your good management, which should begin at once, will make the difference of a good many thousand dollars, I have no doubt.

I am, &c.,

J. G. TOTTEN,
Brevet Brigadier General, and Colonel Engineers.

On the same day General Totten addressed Major Barnard another letter, enclosing a draft of a law which he requested him to have passed by the legislature of New York, *ceding* jurisdiction over lands to be purchased by the United States for fortification purposes in the State of New York. In this letter he stated that no precise site had been determined upon by the department for the fortification opposite Fort Schuyler.—(See Appendix B.)

On the 20th March, 1857, Major Barnard wrote General Totten, enclosing him the draft of a proposed act for the *cession* of jurisdic-

tion, drawn by Mr. McKeon, the United States district attorney at New York.—(See Appendix C.)

On the 21st March, 1857, General Totten wrote Major Barnard, acknowledging the receipt of his letter of the 20th, urging that the act of cession should contain a provision ceding jurisdiction over the contiguous shores, waters, &c., so as to secure necessary wharfing, and also urging the distance of 400 yards from the shore as the limit.—(See Appendix D.)

Following this is a letter from Major Barnard to General Totten, which appears in the statement of Hon. John B. Floyd, to which General Totten replied, in a letter dated March 26, 1857.—(See Appendix E.)

On the 27th or 29th March, 1857, Major Barnard wrote General Totten, saying: "I have no doubt the course directed as to the manner of obtaining possession of this property (by condemnation and an appraisment by jury) is the best, and was prepared to recommend it myself."—(See Appendix F.)

On the 28th March, 1857, Major Barnard wrote to General Totten, saying: "I have good reason to believe that, if authorized between now and the 1st of April, I can secure the Wissmann property for $100,000. After the 1st it may not be so easy, but I doubt whether Mr. Irving's purchase will amount to anything, as it is doubted whether he can pay the $5,000."—(See Appendix G.)

On the 28th March, 1857, General Totten wrote Major Barnard a letter, enclosing the copy of an act authorizing the condemnation of Fort Porter, as showing the proper form to be observed in drawing the act for condeming such lands as the government might select for a fort opposite Fort Schuyler.—(See Appendix H.)

On the 30th March, 1857, General Totten wrote to Major Barnard a letter directing him to proceed to Albany and obtain the passage of an act for the *condemnation* of such lands as the government might select for a fort opposite Fort Schuyler. In this letter he says: "The Secretary of War considers it indispensable to procure, if practicable, this law for the *condemnation* of the land opposite Fort Schuyler; the question whether recourse shall be had to it being left for future consideration."—(See Appendix I.)

On the 31st March, 1857, Major Barnard telegraphed to Captain H. G. Wright, in charge of the Engineer Bureau, under General Totten, as follows: "Sir: It will be most prejudicial to the interests of the United States if the land passes into the hands of speculators, as it will do to-morrow, if I am not authorized to secure it to-day. I beg my letter of yesterday may be referred to the Secretary of War, and a despatch sent me to-day. Letter of March 30th received."—(See Appendix J.)

On the 1st April, 1857, General Totten wrote to Major Barnard as follows: "Sir: A reply to your telegraphic despatch of yesterday, in reference to securing the land opposite Fort Schuyler, was the same day sent by telegraph to your address, No. 4 Bowling Green, in the words cited below: 'I have seen the Secretary, who adheres to former instructions. He will not agree to paying so much for the

land without further investigation, and perhaps a condemnation. *The act of condemnation should be promptly secured.*''—(See appendix K.)

On the 6th April, 1857, Major Barnard wrote to General Totten, informing him of the progress making in obtaining the act of condemnation.—(See Appendix L.)

On the 15th April, 1857, Major Barnard wrote to General Totten as follows: "My dear General: Before taking any steps with regard to Wilkins' Point, it will be best that you should know the probability that Cryder's place can be bought for much less than I estimated in my letter of March 24th, ($114,000.) I was mistaken in supposing that he considered the sum he had expended ($40,000) on his house and grounds as what he thought he ought to be refunded for improvements. I have no authority to say, but I have reason to believe, that his place might be bought for about $80,000.''—(See Appendix M.)

On the 25th April, 1857, Major Barnard wrote to General Totten enclosing the act but recently passed (April 15th) for the cession of jurisdiction and *condemnation* of such land as the government might select for a fort opposite Fort Schuyler.—(See Appendix N.)

The government, through the engineer department, as will be seen in one of the above extracts, and by the evidence of the Hon. John W. Lawrence, might have purchased the property at Wilkins' Point down to and on the 1st of April, 1857, for $100,000.

Wissmann, the then occupant and owner, (the title being vested in his wife by her trustee, a Mr. Van Blankensteyn,) was anxious to sell to the United States, but his price being considered exorbitant by General Totten and the Secretary of War, measures had been initiated and were progressing to have an act passed by the legislature of the State of New York for the condemnation of the property and its appraisement by a jury. While Major Barnard was actively engaged in procuring the passage of this act, on the 3d of April, 1857, a written proposal or offer to sell the property was prepared and approved by Prosper M. Wetmore, and then signed by a Mr. George Irving, the intimate friend of Prosper M. Wetmore, in which *George Irving* "offers for sale the neck of land known as Willett's (or Wilkins') Neck, situated on the west side of Little Neck bay, and directly opposite Fort Schuyler, in Westchester county, at the confluence of the East river and Long Island Sound.'' The offer further states: "The neck contains (exclusive of 26 acres belonging to Mr. Day) about 130 acres of land. It will be sold (exclusive of Mr. Day's land) for the sum of $200,000, payable as follows: $115,000 on the 1st day of July, 1857; the balance of $85,000 may remain on mortgage for five years, *if desired.* This offer is to remain binding on George Irving until the 14th April, 1857. The title is indisputable, and no person has power to sell it but George Irving.''—(See Appendix O.)

On the morning of the 4th April, 1857, as appears by their handwriting in the books at Willards' hotel, Prosper M. Wetmore and John C. Mather arrived in Washington and stopped at Willards' hotel. The undersigned has reason to believe that this offer signed by George Irving was conveyed to the Secretary of War by John C. Mather, who was on intimate terms with the Secretary. The undersigned also has reason to believe that Mr. Mather remained in Washington until

the 13th April, 1857, on which day a letter was prepared and signed, bearing that date, by the Secretary of War, appointing Mr. Augustus Schell a commissioner to ascertain and report the value of this property to the War Department.—(See Governor Floyd's testimony.)

In the opinion of the undersigned, this letter of the Secretary of War was conveyed by Mr. Mather to Mr. Augustus Schell, in New York, as it appears that on the day the letter bears date Mr. Mather paid his hotel bill and left. It may be well to remark here that the undersigned does not see any good reason why Mr. Augustus Schell should have been selected as a commissioner, inasmuch as Hon. Heman J. Redfield, a gentleman of acknowledged integrity and ability, who has occupied a number of distinguished positions in New York, was then the collector of the port of New York. The selection of Mr. Schell, therefore, as a commissioner, could not have been made because he held an official position under the government, for he did not enter upon his duties as collector until the 1st July, 1857, but his appointment must have been based upon other and personal reasons.

On the day following the arrival of Mr. Mather and this letter in New York, the 15th April, 1857, Mr. Prosper M. Wetmore, who had been in Washington with Mather, as the undersigned believes upon business connected with this transaction, did, in company with George Irving, proceed to the residence of Mr. Wissmann, the then owner and occupant of Wilkins' Point, and pay him $1,000 which he had borrowed from Richard Schell for the purpose. He took a receipt from Wissmann for this money, and made an agreement with him to the effect that upon the payment of $9,000 in addition, on the 28th of April following, he, Wissmann, would convey the property (briefly therein described, without giving the acres,) to George Irving, who was to pay $130,000 for it; $85,000 of which was to remain on a mortgage for five years, at seven per cent. interest, "*if desired*," and the balance to be paid on or before the 1st day of July following.

This receipt and agreement were both signed by Frederick Wissmann, and not by his wife and her trustee, and witnessed by Prosper M. Wetmore, who permeates the whole transaction, and whose industry and activity in the matter is strikingly exhibited on this day in the promptness with which he proceeded with the agreement from Wissmann's residence to the justice of the peace, where it was acknowledged, and from thence to the office of the clerk of Queens county, Long Island, at Jamaica, where it was on the same day, 15th April, 1857, recorded. All this time the Engineer Bureau, represented by General Totten and Major Barnard, were engaged in Albany, New York, in having the act passed for the *condemnation* of the property by a jury, and the act was passed on the same day the $1,000 was paid, and the receipt and agreement were signed by Wissmann. Irving in his offer of the 3d April, 1857, alleged that he only had authority to sell, when the testimony shows conclusively that he had no legal agreement at the time, or right to sell or transfer the property to the government or anybody else, and that he did not become possessed of such right until the 15th day of April, 1857, and not even then if Wissmann's wife and her trustee had repudiated the contract. Ten days after the date of this offer, and two days previous to the payment

of any money by Irving to Wissmann, the Secretary of War had ordered a commission to examine into and judge of its fairness.

It will be seen by the evidence that about the middle of March, 1857, when the agent of the engineer in charge at New York, Mr. Van Nostrand, was honestly and faithfully making such inquiries as might bring the department to a knowledge of the property opposite Fort Schuyler, its value, and by whom it was owned, he met Prosper M. Wetmore and enquired of him the value of the Wilkins' Point property and other property in the vicinity, telling him at the same time that he was enquiring in behalf of the government, which intended buying a site for a fort somewhere there. Wetmore replied that property was held at very high prices in the neighborhood, and that very little was for sale.

The undersigned is of opinion that upon this intimation or statement from Van Nostrand, Mr. Prosper M. Wetmore initiated the combination which was subsequently successful in obtaining from the government $200,000 for the property. Mr. Wetmore called upon his friend, Richard Schell, who was also the friend of the Secretary of War, informed him of the fact that the government intended making the purchase, and negotiated with him a loan, of which he then received $1,000 to speculate in the purchase of this property.

The sudden change of the Secretary of War in his course, in first refusing to take the property up to and on the 1st of April, 1857, for $100,000, and insisting on a condemnation, and then seriously considering the offer of Irving, at $200,000, and appointing a commissioner to ascertain its fairness, can in no way be accounted for by the undersigned other than that he had in the meantime, in an interview with Richard Schell, in March, 1857, when that gentleman was in Washington and saw him, had this offer of Irving and the parties connected with it explained to him.

Upon the payment of the $1,000 by Irving and Prosper M. Wetmore, on the 15th April, 1857, ostensibly paid on the part of Irving, and the agreement then made with Wissmann, the foundation of the plan was laid by a combination of "speculators," for the sale of this property to the government, for the enormous price of $200,000. The undersigned regrets that the successful efforts of these "speculators" in a great measure, to cover up the transaction, has prevented all of them being directly implicated in it, although the evidence is nearly direct as to the particular individuals engaged in it.

In compliance with the request of the Secretary of War, Mr. Augustus Schell proceeded to make his examinations as to the value of the property; but even in this examination and its results his friend Prosper M. Wetmore appears from the evidence to have been the leading and controlling spirit. He first wrote a certificate stating the property to be worth per acre a sum which, in the aggregate, would make its value (say 110 acres) $267,500, and then induced four auctioneers, by the promise of a fee, to sign it, without first examining the property or anything else.

He then met, in company with Mr. Irving, and by appointment, Mr. Augustus Schell and Mr. Isaac V. Fowler, at Flushing, and with them drove down, in Irving's carriage, to Mr. Wissmann's to make an examination of the property. After walking over the place, and enjoying

a collation, Mr. Augustus Schell and Mr. Fowler returned to New York in company with Prosper M. Wetmore. After, or shortly pre-previous to this, Mr. Augustus Schell called upon Mr. Cryder, who owned Cryder's Point, about a mile from Wilkins' Point. Mr. Cryder's property contained about seventy-three acres, and was highly improved with fine dwellings upon it, which had been erected at a great expense. He inquired of Mr. Cryder the value of his own property, which the Engineer Bureau had designated as one of the sites which might be selected for the fortification, and also the value of Wilkins' Point. According to Mr. Augustas Schell's testimony, Mr. Cryder expressed a willingness to sell his property to the government for $1,100 an acre, including improvements; and, according to Mr. Cryder's testimony, he informed Mr. Schell, who, as he stated to him, applied on behalf of the government, that his opinion of Wilkins' Point was, *that it was worth to the government* from $700 to $800 an acre.

Mr. Augustus Schell, as appears from the evidence, also called upon Andrew H. Mickle, an ex-mayor of the city of New York, and requested him to sign a letter putting a valuation upon this property, which Mickle refused to do, although, at the request of Mr. Augustus Schell, he wrote or signed a letter written by Mr. Schell speaking in general terms of the beauty of the location of Wilkins' Point, and its adaptability for gentlemen's country seats.—(See Appendix T.)

Mr. Augustus Schell also called upon Mr. A. J. Bleecker, one of the best known and most reliable real estate brokers and auctioneers in New York city, upon the subject of the value of this property. Mr. Bleecker testified that about the month of April, 1857, General Wetmore called upon him and requested from him a certificate of the value of this point, stating the amount per acre at which he wished him to estimate it, which was $1,500, $1,600, or $2,000, but that he told him distinctly that he could not bring his ideas of the value of the property up to any such price and would not sign; that about a month after Mr. Schell, the collector, called upon him to know if he had given a valuation of the property, or was acquainted with its value, and he told him that he had refused to certify to the high prices fixed as the value of the property; that he had refused General Wetmore, and referred him to Mr. Mickle and Mr. Cryder to ascertain its value.

On the 24th day of April, 1857, Mr. Augustus Schell prepared his reply to the Secretary of War, which was signed by Isaac V. Fowler, as well as himself, certifying the property to be worth $200,000.

The undersigned has reason to believe that this reply to the Secretary of War was carried to him by John C. Mather, as it appears that Mr. Mather arrived in Washington on the 25th of April, 1857, from an entry to that effect in his own handwriting in the books of Willards' Hotel.

The Secretary of War received the reply of Augustus Schell on the 25th, and on the 28th, (Sunday intervening,) he endorsed upon the back of Irving's offer the following: "If the within mentioned tract of land shall amount upon actual survey to about the quantity represented, to wit, from 100 to 130 acres, and the title thereto shall prove to be good, as ascertained by the *attorney of the United States at New York*, then I accept the within offer of sale."—(See Appendix O.)

On the 28th of April, 1857, John C. Mather paid his hotel bill and left, and the undersigned believes he was the bearer of the information of this acceptance to "the parties" in New York.

On the 28th of April, 1857, there was due $9,000 to Mr. Wissmann from George Irving, according to their agreement, but it was not then paid; and subsequently, on the 9th day of May, 1857, Mr. Mather returned to Washington and remained until the 15th, when, without any letter from George Irving calling for it, in reply, a letter was addressed by the Secretary of War, dated May 13, 1857, to George Irving, notifying him that, having accepted his offer "and also the terms for the payment of the purchase money, ($200,000,) I have to inform you that the first payment on the land, viz: $115,000, will be paid to you, or your order, on the first day of July next." The first day of July was the day on which he was to pay $35,000 to Wissmann, by the agreement of the parties, but subsequently, by arrangement, the time was extended to the 10th July, 1857, when possession was to be given to him. After this letter was written, the $9,000 was paid some time in the month of June, 1857, by Richard Schell, through William C. Wetmore, the lawyer in the transaction.

About the date of this letter, and on the 14th day of May, 1857, a deed for this property was executed between Mr. Wissmann, his wife, and her trustee, and George Irving—two mortgages remaining upon the property to the amount of $18,750. Irving also gave two mortgages to Mrs. Wissmann and her trustee—one for $85,000, dated May 12, 1857, subsequent to the date of the agreement to sell to Irving, and payable according to that agreement, (acknowledged for record May 15, 1857,) and the other mortgage for $15,502, of the same date, acknowledged for record July 2, 1857, payable on the 10th day of July following, when possession was to be delivered.—(See Appendix P.)

About the same time, and on the 16th day of May, 1857, a deed was prepared and executed by Geo. Irving and wife for this property ("about 110 acres, more or less") to the government, the consideration being the payment of $200,000, of which $115,000 was to be paid in cash, and the balance, $85,000, to remain on mortgage, as agreed upon by the Secretary of War.—(See Appendix Q.)

After the preparation and execution of these deeds and mortgages they were delivered to William C. Wetmore, (cousin of Prosper M.,) attorney and lawyer in the transaction; and shortly after, Richard Schell proceeded to Washington, with an abstract of the title and the papers connected therewith, for the purpose of having the title passed and the sale consummated. On his arrival in Washington he called (as was always his custom) upon the Secretary of War, and told him what his business was, and was referred by the Secretary to the Attorney General, with a written communication to that officer to examine the papers. At the office of the Attorney General, upon an examination of his papers, the title was declared insufficient, and rejected. Mr. Richard Schell thereupon returned to New York, delivered the papers to William C. Wetmore, the lawyer, and urged him to supply the defects in the title immediately, so as to satisfy the Attorney General.

Up to this period the amount advanced by Richard Schell was but $10,000. In order to get a title to the property which would satisfy the Attorney General, it was necessary to pay off the mortgages, amounting to $18,750, with some interest due upon them, held by Charles P. Loweree and Charles A. Willett; and accordingly, on the 3d day of July, 1857, the first payment of $115,000 being payable, according to the letter of the Secretary of War, of the 13th May preceding, on the 1st of July, (two days previous,) Richard Schell advanced between $18,000 and $20,000 to William C. Wetmore, attorney, for that purpose. Mr. Wetmore paid off the mortgages on that day, and, with the satisfaction pieces, and the abstract of the title to the property, which he had prepared, and the deed from Wissmann, his wife, and trustee, to George Irving, and from George Irving to the government, he, on the following day, the 4th July, in company with John C. Mather, proceeded to Washington to have the matter closed. They arrived in Washington on Sunday, the 5th July, 1857, as appears from an entry in Willards' books, in Mather's handwriting, and visited the Secretary of War on the following day, when all the departments in Washington were ordered to be, and ought to have been closed, and no business transacted therein, out of respect to the memory of the Hon. William L. Marcy, and they then succeeded in obtaining from the Secretary of War a letter to the Attorney General, directing the latter to examine and determine upon the sufficiency of the papers and title.

The assistant of the Attorney General examined the papers submitted by William C. Wetmore, and prepared an opinion, dated July 7, 1857, which the Attorney General signed, passing the title, subject to the condition that evidence of the payment of the taxes should be given.—(See Appendix S.) Mr. Gillett, the assistant of the Attorney General, appeared before the committee and testified that, in the examination of the title and papers, it did not appear that the mortgage of $85,000 was to remain upon the property, *but that it had been satisfied*, and that had he known at the time, or had the Attorney General known at the time, that that mortgage remained upon the property, they would not have passed the title. The Attorney General's favorable opinion having been obtained on the following day, the 8th, the Secretary of War endorsed upon the deed from Irving to the government the following order: "The Attorney General having certified that the within deed vests a valid title in the United States, it is hereby approved. A requisition will therefore be issued for the first payment, viz., $115,000. Signed, John B. Floyd, Secretary of War. War Department, July 8, 1857." "Engineer department, received July 8, 1857."—(See Appendix Q.)

In compliance with that order, the draft for the $115,000 was drawn on the same day, payable to the order of Lieut. Q. A. Gillmore, of the engineers, stationed at New York, and given to lawyer Wetmore, or Mather; and on the evening of that day Mr. John C. Mather and William C. Wetmore left Washington for New York, as the undersigned has reason to believe, taking with them "in an envelope" the draft drawn to the order of Lieut. Gillmore.

On the 9th day of July, 1857, Richard Schell, early in the morn-

ing, called at the office of Mr. Cisco, the United States treasurer at New York, and showed his book-keeper, Mr. Russell, the draft, then with *one* endorsement thereon, "Pay to the order of George Irving." On the same day, George Irving and Mr. Richard Schell proceeded to Lieut. Gillmore's office—the latter with a letter from his brother Augustus, the collector, introducing him "on business to be attended to that day." Lieutenant Gillmore endorsed the draft over to George Irving, who then endorsed it over to Richard Schell. On the same day, Richard Schell deposited the draft in the American Exchange Bank, and the whole amount of it was received by him, and put into his business, where it has remained, according to his own statement, ever since, excepting $10,000 or $12,000 paid Irving, and the lawyers' fees and incumbrances paid out of it. After he had received this draft, and on the same day, Richard Schell drew a check and handed it to William C. Wetmore, the lawyer, to pay a mortgage of $15,502 still remaining upon the property, and payable the next day.

It appears that, before the "speculators" could get a deed from Wissmann to this property, which deed was necessary before their sale to the government could be consummated, $35,000, in addition to the $10,000 previously paid, had to be paid to Wissmann, according to the agreement made between Wissmann and George Irving, the nominal purchaser, by which, upon the payment of $35,000, on or before the 10th day of July, 1857, Frederick Wissmann and his wife engaged to convey to George Irving, by a good warrantee deed, the above described property.

Richard Schell advanced the money to and paid off two mortgages upon the property of between $18,750 and $20,000 on the 3d July, 1857; but he could not, or did not, advance sufficient to make up the balance, and thus a mortgage was given for $15,502 to Mrs. Wissmann and trustee, payable on the 10th day of July, 1857.—(See Appendix R.)

The mortgage was dated back to the 12th day of May, 1857, as was also Wissmann's deed to Irving. At the time of the payment of the $115,000 by the government for the property, this mortgage for $15,502, as well as the mortgage for $85,000, was duly recorded (on the 6th July, 1857,) against the property, and was an outstanding lien upon it, and yet the Attorney General of the United States passed the title to the property on the 7th July, 1857. The understanding on the part of William C. Wetmore, attorney for the "speculators," appears to have been that this $15,502 mortgage was only an arrangement which Mr. Wissmann entered into to accommodate these parties by giving them a few days further time to make the payment. He elucidated this part of the transaction in his testimony before the committee in the following manner:

"Question. Did you have any interviews with the United States district attorney, at New York, Mr. McKeon, on the subject?

"Answer. I did.

"Question. Why was it that he did not search the title to these premises?

"Answer. He told me that he had.

"Question. Did he pass the title, to your knowledge?

"Answer. He told me that he had, while he did not give us any evidence of that fact.

"I want to explain the Van Blankenstyn mortgage. I investigated this title, as I have said, for George Irving, and passed the title. My impression is, that was some time in March or April. He represented to me that he had bought the title and wanted me to pass it. After I passed it I made an abstract, and had a map made of the whole property. Mr. Irving told me that he was about to sell that property to the government. He wished me to put my abstract, searches, and my map in the hands of Mr. McKeon. I did put them there myself, and gave them into Mr. McKeon's hands. I asked him whether he had been notified that the government had purchased that piece of property. He told me that a gentleman from Washington had been with him on the subject—a gentleman connected with the department. He did not state who it was. I left the papers with him. I called on him several times in relation to it. He left it with some gentleman out of his office to make the search. I followed this thing up for some time, some weeks, and at last Mr. Irving came to me and told me that it was delayed very much. This must have been in May, or may be in June. I then made a new abstract and full searches, which the government have got. I accomplished this in a few days, because I had previous notes, and because I knew what to do, having got all my papers ready. Mr. Irving said that he wanted me to go to Washington and show these papers to the Attorney General. I went to Mr. McKeon's office, and asked him what had become of the map, abstract, papers, &c. I think he told me that Mr. Joachimsen had either gone to Washington with them or was going with them. I told him that I was going to Washington on that very business. On the evening of the 4th of July I started. I went to the Secretary of War, and he referred them to the Attorney General. I went there and told the Attorney General what papers I had got. We waited for Mr. Joachimsen to come on with his papers. Not coming, I telegraphed to know what had become of them. Mr. McKeon telegraphed back that Mr. Joachimsen had gone to Newport, Providence, or somewhere else, instead of coming to Washington, and would not return for two or three days. I stated these facts to Mr. Gillett and to the Attorney General. They said that it was not necessary to have Mr. McKeon's certificate, if the abstract was all straight, and there was a certificate of a lawyer who was considered a competent man for that business, and they said that they would take the papers and see whether the title was good. Mr. Gillett took my papers and went over the whole matter. Next morning he told me that it was perfectly satisfactory. The papers went before the Attorney General, who in a day or two gave his certificate that the title was good. The 8th day of July was probably the day it was closed. When those papers were delivered, all the money had been paid to Mr. Blankenstyn (the trustee for Wissmann and wife,) and all the money had been paid on these mortgages, except $85,000. Mr. Irving bought this property under an agreement that he should give back a mortgage for $85,000 to Van Blankenstyn. The balance was to be paid in cash. *All that balance had been paid to Mr. Van Blankenstyn but this* $15,502.

According to my understanding, a mortgage was written for that amount. This mortgage to Mr. Van Blankerstyn was a memorandum of how much was due him. I was responsible to him that he should have that money under any circumstances. I was to return from Washington and pay him. It was neither his nor my intention that that mortgage should go upon record. Mr. Vose (attorney for Wissmann) improperly, in my judgment, sent it to be recorded. The moment I got back I paid the mortgage off.''

The mortgage was finally paid, by Mr. Richard Schell giving his check for the amount, after he had received the $115,000. The undersigned is of opinion that Mr. Wissmann and his wife and trustee, Mr. Van Blankenstyn, acting through their attorneys, had this mortgage recorded against the property, notwithstanding their "intention" to the contrary, because they were afraid of the "speculators" with whom they were dealing; and it is evident that had these "speculators" chosen to have allowed the mortgage to remain unpaid, after they received the $115,000, they could have done it, and the government would then have been compelled to pay that mortgage, as well as the one for $85,000, which the Secretary of War expressly contracted and assumed to pay, with interest, at 7 per cent., for five years, from April 15, 1857.

Richard Schell testifies that the $115,000 he received he put into his business, and considered his property, from the time of its receipt. That subsequent to its payment, and within the next sixty days, he advanced $10,000 or $12,000 to George Irving, who never advanced a dollar of his own money toward the purchase of this property, and never had any understanding with Richard Schell in regard to the commissions alleged to be paid on the advances made by him, or what was to be done with the money received from the government, until about the time of its receipt by Schell, on the 9th day of July, 1857.

Another fact appearing in evidence in relation to the close of this sale to the government is, that the two mortgages of Loweree and Willett against the property, which were paid on the 3d of July, 1857, the satisfaction pieces entitled to record given were not recorded until the 27th day of November following; William C. Wetmore having left the satisfaction pieces, as well as the simultaneous deeds from Cornelius Van Blankenstyn, trustee for Mrs. Wissmann to George Irving, and the deed from George Irving to the government, at the War Department, on the 7th or 8th of July, 1857.

One of the important facts necessary to be inquired into and reported upon by your committee being the question of the fair value of the Wilkins' Point property purchased by the government, the undersigned endeavored to procure the best evidence that could be obtained in relation thereto; and in the examination of the different witnesses upon that subject kept steadily in view the true and fair value of that property during the month of April, 1857, (the month in which the proposition of George Irving to sell for $200,000 was submitted and accepted by the Secretary of War,) with the purpose of ascertaining its fair and honest value at that time. The following brief synopsis of the evidence, bearing upon the value of the property, will enable the House to arrive at a proper judgment in relation to it:

Charles A. Willett, of Flushing, who owned and lived upon this property all his life, up to 1852, when he sold it for $35,500, valued the whole farm (say 152 acres) in April, 1857, at the sum for which he sold it in 1852.

Gilbert Hicks, residing at Flushing, and knowing this property all his life, valued it at $500 an acre, "at the furthest extent."

William H. Wilkins, an owner of two large farms in the vicinity, on one of which he resided, valued this property at $400 per acre.

Augustus G. Silliman, residing in Flushing, an owner of real estate, and a magistrate there for years, valued it at $500 an acre. He said that would be a large price for it—"its full value."

Henry Day, of New York city, purchased $26\frac{35}{100}$ acres from Wissmann, of this Wilkins' Point property, equal to any part of the place, for $500 an acre, excepting five acres of it, which he purchased at $400 an acre, in November, 1856.

Mr. Day testified that Major Barnard sent Mr. Van Nostrand to him, and that he offered the whole of it for $44,500, and that they made a sort of an offer to him at $30,000, but that he said he was unwilling to take it.

Colonel John L. Smith, engineer in charge of the work at Wilkins' Point, had charge of the building of Fort Schuyler, valued the land at Wilkins' Point at $500 per acre.

Charles P. Loweree, an old resident of Flushing, who had known this property all his life, valued it at $500 an acre.

William Turner, residing near Flushing, an owner of real estate, valued it at from $400 to $800 an acre.

Anthony J. Bleecker, real estate agent and auctioneer, New York city, well acquainted with the property and its value, said that it was worth, in April, 1857, not over $500 an acre.

Jacob Cole, of the firm of James Cole & Son, Brooklyn, the largest real estate brokers and auctioneers on Long Island, valued the land at from $500 to $550 per acre.

Simeon Draper, real estate auctioneer in New York city, was by Wissmann offered the property two years ago for $500 or $600 an acre. He valued the whole plot (152 acres) as worth $50,000.

Theodore Draper, broker and real estate operator, New York city, testified that "two years and a half ago he could have selected four ten acre plots, (forty acres,) with water fronts, for $400 an acre, by agreement with Wissmann."

F. Wissmann bought the whole farm, containing 152 acres, in 1852, for $35,500, as appears from the testimony of G. Frings. He agreed to sell twenty acres, the choice part of the place, to be selected by Wm. S. Alley, down to the time of sale to the government, (April, 1857,) at $500 an acre.

It appears in evidence that there was a similar agreement made with the Drapers to sell 40 acres at about the same rate.

Graham Polley, residing in East Brooklyn, Long Island, testified that Wissmann offered to sell him the whole place (152 acres) in July, 1856, for $65,000. Wissmann was very anxious to sell; called on Polley several times to induce him to buy, and Polley understood that if he would purchase he could get the whole property for $45,000.

Andrew H. Mickle, residing near Flushing, on a fine farm about half a mile from Wilkins' Point, valued the Wilkins' Point property at from $500 to a $1,000 an acre for the government. He did not believe that any jury would appraise its value over $1,000 an acre.

D. Van Nostrand, of New York city, who knew nothing of the value of the property, except from his inquiries on behalf of the government, valued the property at $1,000 an acre.

John W. Lawrence, ex-member of Congress, residing at Flushing, valued the property for the government (the whole farm) at $100,000, which he thought a fair price. He was authorized by Wissmann to sell the property down to and on the 1st of April, 1857, for that price. Of this the War Department was informed.

J. D. Williamson, of New York city, surveyor and engineer, surveyed the farm in the spring of 1856, and was authorized to sell the whole farm (of 152 acres) in plots or villa sites for $52,500, he to receive 2½ per cent. for such sale. If he could sell it for over $55,000 he was to receive not only five per cent. commission, but half of what was paid above that sum. He did not consider it worth over $40,000. He offered to sell it to the War Department in 1856 for $75,000, but received no reply. Henry S. Hover, residing at Flushing, and collector of that town, testified that the whole property was assessed at $27,000, and considered it worth in April, 1857, from $700 to $800 an acre for the government.

Henry M. Weeks, residing at Glen Cove, Long Island, real estate auctioneer, doing business in New York city, valued the property at $1,000 an acre, and thought it would have brought $85,000, the amount of the mortgage the government assumed to pay, had it been sold under that mortgage on the 23d April, 1857. This was the date of the certificate of the four auctioneers (of which number he was one) valuing the property at $2,250 an acre, and allowing $20,000 for improve ments and old stone, making the value of the property purchased by the government (say 110 acres) $267,500. This certificate was written and signed at the request of Prosper M Wetmore, he promising to pay these auctioneers a fee for their signatures.

Gustavus Fringe, a German real estate speculator, testified that he considered this property worth $1,000 an acre, although he would not have been willing to have paid that for it in April, 1857.

Henry Grinnell said that no importance should be attached to his evid nce, but it was his impression that the property could have been sold in April, 1857, for from $800 to $1,000 an acre.

John Cryder, of Cryder's Point, Long Island, testified that he was called upon in March or April, 1857, by Collector Schell, on behalf of the government, to inquire about the value of the Wilkins' Point property, and that he informed him that it was worth for the government $700 or $800 an acre.

William S. Alley, of New York city, as appears by his affidavit in evidence, had a contract with Wissmann, in March or April, 1857, to take his choice of twenty acres of the property at $500 an acre, which contract he cancelled at Wissmann's request, who desired to sell the whole property to the government.

Edward S Lawrence, residing near Flushing, considered the Wil-

kins' Point property worth for the government from $1,500 to $2,000 an acre. He was a member of the New York legislature last winter, with Richard Schell and John C. Mather, and the subject of the property had been mentioned to him by one of them.

Prosper M. Wetmore valued the property at Wilkins' Point, in city lots, at $330,000 ; stated that $80,000 of that amount should be expended for grading and streets, leaving $250,000 as the value of the property.

John C. Mather had not seen the property, and did not know what it was worth ; but, from what he had heard, thought the property had been purchased by the government for $50,000 less than its value.

Augustus Schell and Isaac V. Fowler certified in a letter to the Secretary of War that the property was worth $200,000.

It will thus be observed, that five gentlemen residing in the neighborhood of Wilkins' Point, in no way interested in the sale to the government or connected with the "speculators" who sold it, owners of real estate in Queens county, and good judges of the value of property there, testified that the property sold to the government was worth not over $500 an acre when the Secretary of War purchased it.

Nine gentlemen, equally disinterested, and capable as judges of the value of the property, testified that it was worth from $500 to $1,000 an acre.

Three of the most reliable and largest real estate auctioneers and brokers in New York and Brooklyn testified that the property was not worth over $550 an acre at the time the government purchased it.

In pursuing their investigation, your committee have had to contend with the same difficulty which the Fort Snelling committee appear to have labored under, viz: weakness of memory of important witnesses and their total obliviousness of material facts.

The undersigned quotes the following extract from the testimony of Hon. Richard Schell, a senator of the State of New York, as the only instance in which they were successful in aiding one of these witnesses to recollect a fact.

Inquiring as to certain payments made by Mr. Schell, and he not being able to recollect them, the question was asked, whether his check book would not show the time at which they were made? He replied, "Yes."

The examination then proceeded:

"Question. Have you your check books here?

"Answer. No, sir.

"Question. You were subpœnaed to bring them?

"Answer. Yes, sir.

"Question. Why did you not bring them?

"Answer. I have not got any. These are all the books I have, (exhibiting some bank books of deposit.)

"Question. You have just stated that your check books would show the payments you made Irving? (He had so answered before.)

"Answer. I have not any check books. When I went to Albany I made up my mind that I had been doing a large usurious business in Wall street ; that I had been making money by taking usury ; and after I became a legislator I came back and said: 'Good bye, Johnny;

I will destroy everything; I do not want anything to do with these books hereafter.'

"Question. Do you mean to say that you have destroyed your check books for the months of March, April, May, June, July, August, and September, 1857?

"Answer. Since the 1st of January, 1856.

"Question. Destroyed all of them?

"Answer. Yes, sir.

"Question. With what banks did you keep your accounts during these months?

"Answer. The Marine Bank, Bank of the Republic, and Bank of New York. You can readily see, by these remaining books, that I have here the amount of money I received and used.

"Question. Would those check books have shown the amounts, and to whom, you had drawn checks during those months?

"Answer. Sometimes they would, and sometimes they would not.

"Question. You have destroyed your check books for the two years of 1856 and 1857?

"Answer. Yes, sir.

"Question. When were they destroyed?

"Answer. I think in the month of January, or it may have been in the month of February. My impressions are, that it was in the month of February.

"Question. Was it after this investigation was ordered by the House of Representatives?

"Witness. I should think not. When was it ordered?

"The Chairman. Early in February.

"Witness. My impressions are, that it was before.

"Question. Are you not certain that they were destroyed after you had notice that there had been an investigation ordered by the House in relation to this matter?

"Witness. Well, I am ready to answer that question; that is, is that a fair question to put?

"The Chairman. I ask you whether you are not certain that the books were destroyed after this investigation was ordered?

"Mr. Florence. I think it involves no question; I destroy my check books.

"The Chairman. I ask Mr. Schell whether he did not destroy the books after he had learned that this investigation had been ordered?

"Witness. I think it was about the 20th of February I destroyed them.

"Question. When you learned that this investigation had been ordered, had it any influence upon your mind in inducing you to destroy the books?

"Answer. It may have had, but I do not think it had much, from one simple fact: I send for William C. Wetmore, and say to him: 'I am going to destroy my check books. I do not know any of these things, and I do not know what the result will be; and I will not have my usurious transactions shown up to the public;' says he, 'they cannot call for these books.'

"Question. After this investigation was ordered, you consulted with your lawyer, William C. Wetmore, and destroyed all these books?

"Answer. Yes, sir.

"Question. What became of the checks?

"Answer. I have always been in the habit of destroying my checks, more or less.

"Question. When did you destroy these checks?

"Answer. At the same time I destroyed the check books."

The destruction of these check books and checks is regretted by the undersigned, inasmuch as he expected that the committee would be able to show by them the division of the $70,000 profit among the "speculators," which profit was made by the sale of this property to the government. Nevertheless, the undersigned has, to the best of his judgment, pursued the inquiries the committee were appointed to make, and by a careful examination of all the papers on file at the War Department relating to the purchase of this property, and a comparison of the testimony given before the committee by the various witnesses examined, has arrived at the following conclusions:

That the property at Wilkins' Point, purchased by the government for fortification purposes on the 28th of April, 1857, at the price of $200,000, could have been purchased on or before the 1st of April, 1857, by the government, for $100,000, had the Secretary of War conferred upon the engineer in charge at New York (Major Barnard) the authority then asked by him to make the offer.

That the reason assigned by the Secretary of War in refusing to sanction the purchase at $100,000 was, that it was an exorbitant price.

That the Secretary of War directed the Engineer Bureau to have an act passed by the legislature of New York authorizing the government to take the property under an act of condemnation.

That whilst the Engineer Bureau were actively engaged in procuring said act, the Secretary of War, without consulting the engineer in charge, General Totten, entertained George Irving's offer of sale of this property to the government for $200,000.

That the knowledge of the Secretary of War that other persons than George Irving were interested in his offer is shown in the fact that in the letter addressed to Augustus Schell, April 13, 1857, the Secretary stated that a negotiation had been pending for some time between the United States authorities and "some parties" in New York for the purchase of a site.

That the Secretary of War paid a grossly exorbitant price for the property known as Wilkins' Point.

That it had been the custom of the Engineer Bureau, for the past twenty years, to arrange and conclude all the negotiations for the purchases of sites for fortifications; and that if said bureau had, under the wise and prudent precautions of General Totten, been permitted to have negotiated and concluded the purchase of the site at Wilkins' Point, it would have been acquired for $100,000 less than the price the Secretary paid for it.

That the act of the Secretary of War in taking the purchase of this property from the Engineer Bureau was unusual and unjustifiable;

enabling, as it did, the "speculators" to whom he referred to succeed in obtaining from the government $200,000 for a property which the preponderance of evidence shows was not intrinsically worth over $60,000.

That the course pursued by General Totten and the Engineer Bureau in negotiating this purchase, until interfered with by the Secretary of War, was cautious and prudent; and would, in the opinion of the undersigned, if concluded, have protected the government from "the speculators."

That the Secretary of War had no color of right or legal authority, in purchasing this property, to agree, on behalf of the government, to take it subject to a mortgage of $85,000.

That he had no legal right or authority to pay for it a price exceeding the appropriation made by Congress for the purpose, $50,000.

That he had no legal authority or right to assume the mortgage of $85,000 on behalf of the government, and agree to pay said mortgage, together with arrearages of interest and interest accruing at the rate of seven per cent. for five years from April 15, 1857, no appropriation having been made by Congress for that purpose.

That the acceptance by the Secretary of War of an offer to sell this property upon but *one* communication in writing from an individual whom he had never seen and did not know, and to take it subject to the mortgage, was superinduced either by some friendship or favoritism towards Richard Schell, who had been as a banker and broker from 1856, and who, at the time, was discounting his notes to the extent of $15,000 or $20,000; towards John C. Mather, who, shortly thereafter, was officially connected with the War Department; and towards other parties occupying intimate and close relations with him, who, from the peculiar circumstances surrounding the transaction, the undersigned has been unable to connect directly with it.

That the Secretary of War, in refusing to authorize the purchase by the Engineer Bureau of this property on or before the 1st of April, 1857, when it could have been acquired for $100,000 from Mr. Wissmann, the owner, who was willing and anxious to sell to the government, even after the "speculators" had offered him $130,000 for his property, committed a grave official error.

That a jury of condemnation would not have appraised the value of the property over $100,000, (if as high,) had such a jury been called under the act procured from the legislature of New York by direction of General Totten and the Secretary of War.

That the undersigned, sitting as a juror, and passing upon the value of this property from the evidence adduced before the committee, would not be willing to award over $60,000, which, in his opinion, is its full value.

That the quantity of land purchased by the government, according to the testimony of Captain Wright, (see his second examination,) was 101 acres.

That, out of the original farm at Wilkins' Point, containing 152 acres, Mr. Wissmann sold $26\frac{35}{100}$ acres to Mr. Henry Day, and has reserved to himself 27 acres, and that the balance only of this farm could have been sold to the government by George Irving.

That the Secretary of War, in accepting the offer of sale of George Irving, used the following language: "If the within mentioned tract of land shall amount, upon actual survey, to about the quantity represented, to wit, from 100 to 130 acres, and the title thereto shall prove to be good, as ascertained by the attorney of the United States at New York, then I accept the within offer of sale."

That no actual survey was made by the War Department previous to the payment of the purchase money for the property; nor has any such survey been completed since.

That the taking of the searching and passing of the title of this property from the United States district attorney for the southern district of New York, and the expedition with which it was precipitated at the Attorney General's office, between the 6th and 7th days of July, 1857, has no similar precedent in its justification coming to the knowledge of the undersigned.

That in their haste to expedite this transaction, the Attorney General and his assistant, Mr. Gillett, lost sight of the important fact that the title to the property was being passed with two mortgages upon it, one for $85,000 and one for $15,502, contrary to the usual course of business in that office.

That the deed to the government from Irving contains the following provision: "Subject to a mortgage made by said George Irving to Cornelius F. Van Blankensteyn, trustee of Celine Frances Wissmann, to secure the principal sum of eighty-five thousand dollars, with interest, which principal sum and arrears of interest forms part of the consideration of this conveyance, and the payment thereof is assumed by the said parties of the second part hereto."

That while it appears in evidence that the Secretary of War assumed this mortgage, and contracted to pay it with the arrearages of interest upon it, and interest accruing at seven per cent. for five years from the time of its date, the assistant Attorney General testifies that evidence was given him that it had been satisfied.

That this mortgage was not satisfied at the time the title was passed by the Attorney General, nor has it yet been satisfied; and that if evidence of its satisfaction was given the assistant Attorney General, as he testifies, it was given upon fraudulent papers.

That the evidence of Mr. Attorney General Black and his assistant, Mr. Gillett, shows that the expedition with which the title was passed did not give them that time to examine it which the amount paid and the importance of the purchase demanded.

That it is a matter of doubt whether, without the assistance of the War Department, rendered between the 28th of April and the 10th of July, 1857, these "speculators," who were interested in the sale of the property to the government, would have been able to have consummated their purchase from Wissmann.

That by the sale of this property to the government by the parties interested, $70,000 net profit was realized.

That this profit was realized by Richard Schell's advance of $1,000 for about 84 days, $9,000 for about 25 days, and $18,750 and odd, for five days.

That this profit of $70,000 went into his business, with the excep-

tion of $10,000 or $12,000, which he testified he advanced to George Irving, and some $10,000 which he loaned Prosper M. Wetmore, subquently predicated upon or influenced by his interest in the sale of this property to the government.

That the fact that Richard Schell did not demand any security for the money he advanced George Irving, who at the time, according to his own testimony, was not worth more than $15,000, (charging his property with the incumbrances upon it,) and the fact that George Irving, immediately upon the receipt of the draft from Gillmore, endorsed it over to Schell without asking any security whatever from him, who, at the time, could not have given personal real estate security to the amount of $10,000, affords evidence that Richard Schell had other interest in this transaction than that growing out of his advances to make the purchase.

That Richard Schell wilfully destroyed his check books and checks for the years 1856 and 1857, immediately after your committee was appointed, with a view of preventing them from arriving at all the facts of the case.

That the note given by Richard Schell to Wm. C. Wetmore, for George Irving, for $51,768, since this investigation was ordered, for a pretended balance due Irving from Shell, after he had deducted the advances he had made and his commission out of the $115,000, the whole of which Irving paid into his hands, is a contrivance of the "speculators" to cover up the transaction.

That the testimony of Richard Schell and Wm. C. Wetmore show that they do not attach the importance to it that a note for such an amount would seem to demand, and that the testimony of George Irving strongly indicates that he never expects it to be paid.

That the giving of this note by Schell to Irving, was probably done for the purpose of preventing, and has prevented, to some extent, the discovery of the parties between whom this $70,000 was divided.

That Richard Schell, on the 9th of July, 1857, received the $115,000, paid by the government in part payment for this Wilkins' Point property ; that he placed the money in his business, and that a short time after he advanced out of their "private account" the money to make the first payment ($20,000) on his own and John C. Mather's interest in the Fort Snelling purchase.

That Augustus Schell, after being requested by the Secretary of War to proceed with caution and secresy, placed himself in the hands of the "speculators," and permitted Prosper M. Wetmore to procure a certificate of valuation from certain auctioneers, upon the promise of payment of a fee for such signatures, which certificate Augustus Schell forwarded to Washington as having been procured by himself, and the Secretary of War testified that it had "considerable influence" with the Cabinet in their discussions upon the subject.

That in relation to the act of the legislature giving additional value to the property by extending the right of the owners to land under water to the distance of four hundred feet from low water mark, to which Mr. Augustus Schell alludes in his letter, the right was only given to the United States by an act of the legislature of the State of New York to such lands as it might purchase or condemn on the island

of Long Island, and the former owners of Wilkins' Point never possessed the right, and therefore could not and did not sell it to the United States.

That Augustus Schell was not justified in certifying to the Secretary of War that this property was worth $200,000 upon such evidence as he collected, and that, in giving that certificate, instead of promoting the best interests of the government, for which purpose he was appointed, he violated his trust and assisted the very "speculators" against whom he was cautioned.

That it appears in evidence that the Engineer Bureau were of opinion that Cryder's Point possessed some advantages, and would have been a suitable location for the fortification.

That "Cryder's Point" could have been obtained for a reasonable sum, (according to Major Barnard $80,000,) and that it would have been advisable for the Secretary of War to take it in preference to paying the "inordinate" price paid for Wilkins' Point.

The undersigned is aware that the political maxim, "to the victors belong the spoils," has peculiar significance and potency upon the accession of each new national administration to power; and, while acknowledging the legitimate force of the argument in favor of the application of this doctrine in the dispensation of *office*, he deems it his duty to dissent from, and enter his protest against the awarding of contracts or "jobs" to political favorites and friends by the executive departments of the government solely on political and personal grounds.

Nor can the undersigned pass over in silence the opinion expressed by witnesses that the government should be made to pay more for what it requires than individuals. Such a doctrine is as fallacious in reason as it is unjust and demoralizing in practice.

From the evidence and the foregoing conclusions based thereon, the undersigned respectfully submits the following resolutions:

Resolved, That the Secretary of War was not authorized by the appropriation of Congress to purchase the site for a fortification opposite Fort Schuyler at $200,000; and that he had no legal authority to contract to purchase the property at Wilkins' Point, subject to and to assume the payment, on behalf of the government, of a mortgage thereon for $85,000, with interest in arrear and to accrue on said mortgage for five years at seven per cent.

Resolved, That the Secretary of War, in taking out of the hands of the Engineer Bureau, contrary to the ordinary routine of business, the negotiations for the purchase of this property, acted improperly; and that in contracting to purchase it on the 28th of April, 1857, for $200,000, a sum exceeding by $100,000 that which he thought "exorbitant" on the 31st of March, 1857, and for which the evidence shows it might have been then purchased, acted in an injudicious and improvident manner.

Resolved, That the price paid for this property by the Secretary of War was exorbitant and unjust.

JOHN B. HASKIN,
Chairman of the Committee.

MR. HOPKINS' VIEWS ON THE WILLETT'S POINT INVESTIGATION, CONCURRED IN BY MR. FLORENCE.

Resolved, That a special committee, consisting of five members, be appointed for the purpose of investigating the facts and circumstances connected with the sale and purchase of a tract of land at Wilkins' or Willett's Point, in the county of Queens and State of New York, opposite Fort Schuyler, purchased by the government for fortification purposes during the year 1857, and that said committee be, and they are hereby, authorized to send for persons and papers.

The undersigned, members of the committee appointed to examine into the facts and circumstances connected with the purchase of the Willett's Point property by the government of the United States, have had the same under consideration, and beg leave to submit the following report:

The committee have given to the subject committed to their charge the most patient and laborious examination, and they have allowed to the investigation the widest possible range. Its scope, indeed, as the evidence will disclose, was limited only by the exclusion of an inquisitorial intrusion upon private affairs and transactions wholly disconnected with the subject of this investigation. And even this limit has not been observed with all the sanctity it should have been; for, in accordance with the special desire of those who were to be chiefly affected by the results of the investigation that the door of inquiry should be opened wide, the committee yielded, perhaps, too far to the spirit of determination, evidently exhibited, to find somewhere or other, and somehow or other, cause for animadversion or crimination.

Of the motive that prompted the investigation the undersigned have nothing to say. Of that each one must judge for himself, from the evidence submitted with this report. Their province is an honest and impartial dealing with the facts of the case, and those facts briefly and chiefly are:

That a long time since, as far back as the year 1820, the necessity for a fortification at Willett's Point, as a most important national defence, was urged upon the government by the highest authority; by (to use the language of Gen. Totten) "the first board of engineers," among whom was the celebrated Gen. Bernard.

That an appropriation for this object was—to quote again the words of General Totten—"recommended with a great deal of emphasis several times."

That, in pursuance of these repeated recommendations, Congress finally, by an act approved March 3, 1857, appropriated "for the *commencement* of a fort opposite Fort Schuyler, New York," the sum of one hundred and fifty thousand dollars.

That soon after the said appropriation was made, the necessary negotiations were commenced by the engineer department for the pur-

chase of Willett's Point—about 110 acres of land, or 130 acres including the water front—for the site of the proposed fortification.

And, finally, that upon carefull inquiry into the value of the property, after consultation with the cabinet, and with its approbation, Willett's Point was purchased at the price of two hundred thousand dollars.

In ordinary times, such a transaction, being but a common business act of a department of the government, would have passed without complaint. The integrity of the act would have been a matter of universal presumption. But in the present exasperated state of party politics, and heated local strife between factions of the same party, there is little charity with those who are out of power for those who are in; and hence the purchase of the Willetts' Point property by the government has been made the subject of grave accusation against the functionary who made it, the Secretary of War, and other officers of the government.

From the tenor of interrogation pursued by the member of the committee who originated the investigation, it is most manifest that the purpose was, and the evident effort is, to fix upon the Secretary of War the following grave imputations: First, that he violated the law in giving more for the purchased land than the amount of the appropriation. Secondly, that he gave more for the property than it could have been bought for. Thirdly, that much more was given than the land was really worth; and lastly, that the Secretary of War was a party to a combination to effect the sale of the property at an exorbitant price.

The committee do not hesitate to say that there is nothing in all the voluminous testimony, or in the facts of the case, to lend even the faintest color to any one of these insinuations.

I. As for the excess of the price paid over the amount of the appropriation made, the language of the act of Congress is a sufficient explanation and vindication.

The words of the law are as follows: "For the *commencement* of a fort opposite Fort Schuyler, New York, one hundred and fifty thousand dollars."—(See sess. acts 1856 and 1857, page 191.)

Had the appropriation been one complete, separate, final appropriation for the purchase of the site of the fort, most clearly the law would have been transcended by exceeding the amount of the appropriation; but there was no special, independent, entire appropriation for the purchase of a site. The appropriation is general—is in its express terms but the initiatory step towards the construction of a great work of national defence, upon which the will of Congress had formally and solemnly resolved. It does not, on its face, pretend to be complete and final. Future appropriations to carry out a great work of public policy are evidently intended, for no one is stupid enough to suppose that the contemplated fortification could be built for the sum of one hundred and fifty thousand dollars. Congress, then, having resolved on the policy of building a fort opposite to Fort Schuyler—that being a settled thing—and the purchase of the site for the fort being the first step towards the consummation of this policy, there could be no violation either of the spirit or letter

of the law in making purchase of the site. The purchase of a site on the best practicable terms was nothing more nor less than an absolutely necessary means for effecting a particular, and settled, and approved end. Indeed, the direction to the Secretary of War to "*commence*" a fortification carries with it, necessarily and irresistibly, the discretion and power to purchase the site on any reasonable terms, more particularly when there is no limitation as to price, or no specific sum fixed by law for acquiring the site.

How could the fortification be "*commenced*" without a previous acquisition of the site on which it was to be erected? and if, after Congress had indicated its will that the work should be "*commenced*," and had prescribed no fixed price for a site, the Secretary of War had declined commencing it because he could not purchase the site within a particular sum, would he not have been amenable to the charge of frustrating, at least for a time, the legislative purpose and will?

It is true that General Totten, in his examination before the committee, is made, seemingly, to bear testimony against the view just presented, but the adverse bearing is rather seeming than real, for his answer is in response to a particular form of inquiry, deceptively put, and does not touch the point in controversy.

The question propounded to General Totten was the following:

"Has it been the custom of the War Department to pay more than the specific appropriation for property during your connexion with it?"

Answer. "I have no knowledge of such a case. If there has been, it has not been within my experience."—(See page 90.)

Here both the question and the answer refer to a case of *specific appropriation for specific property.* In such a case an excess of price paid over and above a specific amount of appropriation, for a specific object, would have been in derogation of law. But in the Willett's Point purchase no such case is presented. There was no *specific* property named, and no *specific* price prescribed for its purchase. As before said, the appropriation was initiatory only; made, not to purchase this property or that, at this or that price, but to put on foot, to "*commence* a fortification opposite Fort Schuyler, New York." It was based, evidently, on the idea of all such future appropriations as might be necessary to complete the work, in all its parts, from the purchase of the foundation to the laying of the last stone, and the planting of the last gun.

And so as to the testimony of Judge Black, the Attorney General. There is manifest purpose to make his opinion bear against the legality of the Willett's Point purchase; but, on critical examination, it will be found, like Gen. Totten's, in nowise antagonistic.

The question is very dexterously propounded, if the government had made a specific appropriation of $150,000 for the purchase of Willett's Point, would he (the Attorney General) have recommended a purchase at $200,000?

As the question was put, Judge Black answered correctly, that "neither the War Department nor any other department of the government is authorized to expend more money than is appropriated *or a particular purpose.*"

But the *true* question should have been, if Congress had appropriated a certain sum to *commence* a fortification, not limiting the price to be paid for the site, and the site could not be had for that certain sum, would it have been legal to contract to pay more than that certain sum for the site? In this form, doubtless, a very different answer would have been given. Judge Black evidently did not have before him, at the time of his examination, the appropriation act of March 3, 1857, or he would have given a different opinion; for the subject had been officially submitted to him while it was in progress, and he had sanctioned and approved it as the legal adviser of the Secretary of War.

But General Totten is mistaken when he says that there was no instance within his experience of a purchase of property exceeding a specific appropriation. It was done, and by General Totten himself, in the Fort Tompkins addition, and no later than August of last year. In this case, the land (17 acres) was purchased at $2,500 per acre, and the appropriation was $42,300, and, unlike that which was made for *commencing* the fort at Willett's Point, was complete and final in its terms. Yet, for certain reasons, "it was thought better by General Totten to pay the additional $200."—(See testimony of Captain Wright, p. 227.) This may not have been strictly legal. If not, perhaps it was justified, or it may at least be excused by the exigency of the case. But no matter what the reason of the act, it shows clearly that the government has not, in all cases, confined itself to the exact amount even of specific appropriations, and that General Totten's testimony on the question is to that extent at least at fault.

In conclusion on this point, it is very well known that it has been the practice of the government where incipient appropriations are made with the evident purpose of future appropriations, to exceed by anticipative contracts the existing appropriations; and thus, from the necessity of the case, it being impracticable to contract for half finishing, or fractionally finishing, the various classes of the work upon public structures. Almost all the public edifices constructed by the government, including the Capitol in which Congress sits, are constructed under contracts anticipative as to the greater part of the expenditures upon them.

II. As to the second point, that the land *might* have been bought for less than was, in the end, paid for it.

The undersigned do not scruple to declare their entire conviction that, if at any time the land at Willett's Point could have been purchased for less than the sum actually paid for it, $200,000, there is no sort of blame or responsibility for it resting upon the Secretary of War.

The very first intimation made to the War Department in regard to the purchasing of land for a fortification "opposite Fort Schuyler" was contained in a confidential letter from Major Barnard, the local engineer, to General Totten, the engineer-in-chief, dated March 24, 1857. In that letter the engineer-in-chief is informed that Willett's Point is "far the most eligible site;" that Mr. Wissmann, the then proprietor, had made a proposition to take for the property $1,000 per acre, and $15,000 for improvements; and authority is asked for him (Major Barnard) "to tender Mr. Wissmann $100,000 for the 111

acres he owns beyond the creek; or, if he positively declines this, to have the authority to offer from $750 to $1,000 per acre, *upon actual survey* of the land, and to compensate him for his improvements by a liberal appraisement."—(See Major Barnard's letter, pp. 2, 3, 5.

Now it seems to be inferred, and those who are on the lookout to find ground for accusation will doubtless charge, that the property at Willett's Point ought to have been purchased on Mr. Wissmann's proposal, for by it the government would have saved $70,000.

But it so happens that this letter of Major Barnard and the proposition of Mr. Wissmann were not *in time* submitted to the Secretary of War.

General Totten says, it is true, that he "*early*" communicated to the Secretary of War Mr. Wissmann's proposition.—(See his evidence, p. 90.)

In this General Totten is mistaken. He did not do what, unquestionably, he ought to have done. He did *not* communicate to Governor Floyd the contents of Major Barnard's letter, and the substance of Mr. Wissmann's proposition. On the contrary, he responds to Major Barnard's letter of the 24th March, by a letter dated the 26th of March, (see p. 247,) as follows:

"I have no idea that the Secretary of War will authorize an offer to Mr. Wissmann of the sum you mention for his property at Wilkins' Point, *and therefore have not submitted your proposition to him.*"

Had it been *forthwith* submitted to the Secretary, short as was the time, the proposition of Mr. Wissmann might have been considered and accepted. It might have been submitted on the 25th of March, for on that day it must have been received, and between the 25th and 31st of March the matter might have been considered by the Secretary and the cabinet, and arranged *before* the property passed from Wissmann to Irving, which took place on the first of April following, as the sequel will show.

Up to the 26th of March, then, Governor Floyd was kept in ignorance of Wissmann's proposition to sell out at $130,000. There is nothing to indicate that he knew anything of it on the 27th, 28th, 29th, or 30th of March, for the same reason that induced General Totten not to submit Major Barnard's letter; and Mr. Wissmann's proposition on the 26th would equally move him to withhold it on the 27th, 28th, 29th, and 30th instants, during which he supposed Major Barnard to be acting under his instructions of the 26th March directing him to proceed to Albany to procure an act of condemnation. It appears from General Totten's testimony, (see pages 89, 90,) and his letter, that his decided preference in this particular purchase, though not in others, was for a condemnation and assessment by a jury, which indicates the absence of all proneness on his part to urge the acceptance of a purchase in any other mode.

The significant question, then, arises, *when* did the Secretary of War first have notice of Major Barnard's letter and Mr. Wissmann's proposition?

According to the positive statement of Governor Floyd, (which is fortified by all the circumstances of the case,) not until his attention was arrested by a telegraphic communication from Major Barnard to

General Totten of the 31st March, (see p. 252,) apprising the latter that unless the bargain was instantly closed with Wissmann the property would pass into the hands of speculators, and the government be then forced to pay an exorbitant price.

It seems that on the night of the 26th of March, 1857, Major Barnard (see his letter of March 27) had got information of the existence of a conditional but written contract between Wissmann and a Mr. Irving to the effect that if the government did not close the purchase with Wissmann at $120,000 by the 1st day of April, the said Irving was at liberty to take the property at $130,000. Accordingly, fearing, as he says, that the government would lose largely by a condemnation of the land, and that unless Wissmann's proposition should be accepted before the 1st of April, the land would pass into the hands of speculators, and the government be then forced to pay an exorbitant price, he again, by letters dated the 28th and 30th of March, urgently appealed to the head of the bureau for authority to close immediately with Mr. Wissmann ; and on the 31st March a telegraphic despatch was sent by Major Barnard to General Totten to the same effect.—(See letters of Major Barnard, of above date ; see also Major B.'s testimony, pp. 173, 74, 75 ; also telegraphic despatch of 31st March, filed with the papers in the case.)

Now it was this telegraphic despatch, communicated to the Secretary of War late in the evening of the 31st of March, just as he was leaving his office, as he says, that conveyed to him the first intelligence of any negotiations being in progress for the purchase of the property, and of the urgent necessity for an immediate decision on Mr. Wissmann's proposition.

So that only two days elapsed from the time the engineer bureau was written to on the subject until the sale from Wissmann to Irving was actually made and closed, and only a fraction of a day between the time Governor Floyd was first apprised of Wissmann's proposition, and the consummation of the sale from Wissmann to Irving. If he had been apprised by General Totten of the proposition on the 25th, when General Totten received it, he might have laid it the same day before the cabinet, and might have seen the urgency of the need for immediate action before the 31st of March. But the failure of General Totten to communicate the "*confidential*" letter of Major Barnard to him precluded from him not only all action, but all knowledge of the subject.

Well, the 1st of April came, and on that day the contract between Wissmann and Irving was executed and made absolute, and Irving became the proprietor of Willett's Point.

Thus, before the Secretary had had time to act, with a small fraction of a day before him, the Willett's Point property had passed into the hands of a third party, in whose hands, of course, the whole subject assumed a new phase, and presented a new basis of negotiation.

Now, the question comes up, what, under these circumstances, should the Secretary of War have done? With a "surprise popped upon him" in a most important matter, with none of the material and guiding facts before him, should he have issued without examination the order for the closing of the transaction with Mr. Wissmann or

any one else? Should he have proceeded, on this short notice, to a decision on so grave a matter, and that, too, when his chief engineer, regarding Wissmann's price as exorbitant, and preferring condemnation of the land to a private contract of sale, would have dissented from his action, and when that officer did not attach sufficient significance to Wissmann's proposal to induce him to bring it to the notice of the Secretary of War?

The undersigned are of the opinion that the Secretary acted in the premises with a wise caution, which is deserving of high commendation rather than of censure. "I declined to do it, (says Gov. Floyd, in his own words,) for it was a thing I had never consulted the cabinet about at all; it was my first money transaction, and so I was not inclined to do it." This was just such prudence and wisdom as should characterize the action of all public agents. Had he pursued a different course, acting without conference with his colleagues and the President, it would have been an act of official haste and recklessness, dangerous as a precedent, and censurable to the last degree. It were far more honorable to the Secretary to have allowed, and far safer for the public interests to have suffered, under the circumstances, the loss of the whole value of the Willett's Point property than to have set an example of precipitation without record in the history of our civil administration, and which would have involved in disgrace alike the government and its administrative officer. Then, indeed, might his assailants have with success impeached the integrity of his act; for his precipitate acceptance, within the fraction of a day, of a proffer which the head of the bureau had rejected but a day or two before as extortionate, would have really subjected him to severe animadversion.

The committee conclude that if there is any blame resting on any one for not obtaining the Willett's Point property at a less price, it lies not upon the Secretary of War.

A captious spirit might take ground that the Secretary of War should be held responsible for all the acts, both of omission and commission, of his chief engineer and of all his subordinates. It would be a sufficient answer to so unreasonable a notion that it is physically impracticable for any head of a department to attend to all the details of business in the various divisions and subdivisions of his department; that there must be trust in every bureau, and that to the Engineer Bureau is confided the task of taking the initiatory movements for the acquiring of property in the military department of the United States. If there has been in this matter any want of promptness in that bureau, or if it has committed errors of judgment or of any other kind, the head of that bureau is censurable, not the Secretary of War.

It may be alleged in behalf of General Totten, that he regarded Wissmann's price as totally inadmissible, and that it was safer for the government to pursue the process of condemnation and appraisement, and he may have regarded Governor Floyd as entertaining on these points the same opinion with himself, and, therefore, he may not have thought fit promptly to advise his superior officer of the proposition contained in the letter of Major Barnard, of the 24th of March, 1857, but the undersigned are constrained to conclude that it was an official error in the engineer-in-chief not to have communicated to the Secretary, at the earliest

possible moment, that letter of the 24th of March, and all subsequent ones to the same effect, which, for some reason which the undersigned cannot comprehend, seem to have been marked private or confidential. The result might have been the acquisition of the Willett's Point property at the rate proposed by Wissmann—$120,000 for the whole.

III. The opportunity for obtaining the site on Wissmann's proposition having been lost, and Willett's Point having passed into the proprietorship of Irving, the inquiry, of course, next arose, at what price the property could be had under the new circumstances of the case.

On this point the undersigned must do the Secretary of War the justice to say, that every precaution seems to have been taken for the obtaining of the land on the best possible terms.

Two modes of arriving at the value of the property seem to have been considered: first, that of condemnation and assessment by a jury; and, secondly, a direct purchase from the new proprietor.

On consideration, the former plan was abandoned, and, the undersigned think, properly.

In the start, Major Barnard seems to have favored, decidedly, the proceeding by condemnation, but, on inquiry and subsequent reflection, he was constrained to conclude that this plan of ascertaining the value was a most unsafe one for the government.

In his letter to General Totten, of March 28, 1857, (Appendix G, pp. 249, 250,) he says:

"Now, in reference to that, (the condemnation of the land,) further reflection and knowledge of the actual state of things has induced me to hesitate about its expediency, and, before going to Albany with that object, I think it best to consult you."

After stating that the construction of a fort at Willett's Point would "damage all the property around," and that this damage would all be taken into the account by a jury so as to "make the United States pay heavily for coming there," he says:

"I give it as my firm conviction, that if the United States seize this property, *they will not get it for the existing appropriation*, and that not only delay in the commencing of the work, but a delay in obtaining the title will ensue."

And, in his letter to General Totten, of March 30, 1857, he writes:

"No jury will assess at less than $100,000, and by artful management a jury *may* be got to assess at $150,000 or $200,000. The property will immediately go into the hands of speculators. The $5,000 they have to pay on Wednesday to bind Mr. Wissmann is a small sum, compared with what they hope to make, and they will risk it; and then, possessing the nominal title, they will use every artifice and influence, political and pecuniary, with the people about to compel the United States to pay roundly."

Juries, in assessing the value of property for government purposes, are not apt to estimate with reference to what its value would be in private hands, but with reference chiefly to its value to the government; and, when the immense interests designed to be protected by a seaboard fortification commanding the entrance to a commercial harbor are taken into consideration, it is readily seen how a jury would

value the site for such a fortification to the government at a heavy price.

The truth is, that the ascertainment of value by appraisement, whether by a jury or arbitrators, seems to have been always unfortunate for the government, and to have been very seldom resorted to by the Engineer Bureau.

In the case of the New Bedford purchase of 60 acres, (said not to have been worth over $300 per acre, and assessed at only $12,000 for the whole,) the question of price was referred to a board of three gentlemen, "the most prominent as to wealth and respectability in the city of New Bedford;" and yet these prominent and respectable gentlemen assessed the 60 acres at $1,300 per acre, the government referee himself putting it down at $1,250.—(See Captain Benham's testimony, pp. 186, 187, 188.)

And so it will ever be. It is the nature of the case. Few men sympathize in money matters with the government. The sympathy is rather with the citizen, and the ability of the government to pay being regarded as almost unlimited, it seldom, if ever, has a fair chance in a matter of dollars and cents between it and the citizen.

Besides, the plan of condemnation is ever an odious one "Sometimes (says Hon. Howell Cobb, Secretary of the Treasury,) there are circumstances which make it necessary to proceed by condemnation. My own impression is, the government ought to resort to condemnation as little as possible. It is a very odious mode of getting possession of property, and ought to be avoided when it can; but there are cases in which we are compelled to resort to it."

The Secretary of War having, the undersigned think, for sufficient reasons, abandoned the design of proceeding by condemnation, another plan was adopted, that of ascertaining the value through persons in New York in whom the government had confidence. This plan was undoubtedly a good one, and it seems to have been adopted in cabinet, for the Hon. Howell Cobb states that he has an indistinct recollection that *he* suggested Mr. Schell and Mr. Fowler, the collector and postmaster of New York, as the commission to ascertain the value of the land, and the Secretary of War states that the President himself suggested the last clause of his (the Secretary's letter) to Mr. Schell, commissioning him and Mr. Fowler to act in the matter.

Accordingly, Mr. Schell and Mr. Fowler were commissioned, by letter of the Secretary of 13th of April, 1857, "to ascertain, as far as practicable, and by such means as they could fully rely upon, the fair value of the land." And they were desired to "fortify their opinions by those of such real estate agents as deserve the confidence of the community from their standing and intelligence."—(See Governor Floyd's letter, p. 5.)

On the 24th of April this commission reported to the War Department that they had made inquiry as to the value of the property known as Willett's Point; that it was the "most eligible and desirable position for the erection of summer houses;" that the "land fronting on the water in that vicinity was held by the owners at from $1,000 to $3,000 per acre;" and that, from the result of their inquiries and from personal inspection of the property, they thought, "if the quan-

tity of land was as represented, *the sum of two hundred thousand dollars could not be considered an exorbitant price.*"

The opinion of these gentlemen, the undersigned suppose, should be regarded as at once conclusive as to the value of the land. They are gentlemen of high standing and high position in the service and confidence of the government, and under no motive to render any but an impartial decision. "It seemed very proper to me (says the Hon. Mr. Cobb) that two officers of the government should be sent, and my mind was impressed with the idea that it was the best protection the government could have." But this opinion of the commissioners (Messrs. Schell and Fowler) is sustained by an overwhelming amount of corroborating testimony. Some of the witnesses, it is true, do not attach so large a value, though none of them fix it at less than $500 per acre; but the undersigned believe that the more intelligent and reliable evidence upholds the estimate of Messrs. Schell and Fowler.

Four real estate brokers (see p. 7) estimate at $2,250 per acre, and for the improvements, deposit of stone, &c., $20,000 in addition.

Major Barnard, in his letter of the 24th of March, already so often referred to, says:

"You see how high lands are actually held *all along the shore.* Now, the testimony of the residents is, that Wilkins' Point is really unrivalled for the objects which give these lands such value, viz: for country seats for the wealthy."

General Prosper M. Wetmore, (see his testimony, pp. 62, 63,) basing his opinions not upon speculative data, but upon the value of property in the neighborhood, rates the value, even as a private speculation, at $250,000.

John C. Mather says, (see p. 88:) "From what information I have received, I believe the government has bought the property for $50,000 less than it is worth."

Mr. Day, who purchased a part of the Willett's Point tract, would not take less than $1,500 an acre for his land, and improvements to be paid for beside. He states, moreover, that a Mr. French had sold his land, in the immediate vicinity of Willett's Point, for $3,000 per acre.—(See p. 179.) "I would state (he adds) that I cannot buy land between the Neck and New York, with such water front and other desirable points, for less than $1,500 per acre. I cannot buy land on the North river, within fifty miles of New York, with fine views, for less than from $1,700 to $2,000 per acre."—(See Appendix No. 11.)

Henry Fringes says he bought 22 acres last year at $1,250 per acre, and sold at $3,000; another parcel at $1,500 to $1,600 per acre; another at $2,500 per acre; another, of 37 acres, for $3,000 per acre for the front, and $2,000 for the upper part; a lot of six acres for $3,000, and of four acres for $2,500 per acre; that he regarded Willett's Point as worth, for speculating purposes, at least $1,000 per acre, and that if he owned it he should hold it at $3,000 per acre.—(See his evidence, pp. 215, 216.)

Henry Grinnel, while he modestly states that he was not a good judge in the matter, declares that he, for his unimproved 10 acres in the vicinity of Willett's Point, would not take less than $3,000 per

acre. "Property along there, (Willett's Point,) he says, is becoming very valuable, and is rapidly increasing."—(See p. 221.)

William Weeks, being asked what he regarded the value of the Willett's Point land, replied as follows:

"I judge the value of that property, by comparing it with other property in that section of the country which has been sold. I conceive that $2,000 an acre would not be extravagant for it—some portions of it particularly. I have sold property in that section, and near it, for private residences, at $1,500 an acre, which I did not conceive so well located."

In reply to the question whether the appropriation made by Congress had not had the effect of enhancing the value of Willett's Point, he said:

"There is no doubt of that; yet still property has enhanced in value in that vicinity, and has been doing so all through the last summer through the panic."—(See pages 238, 239.)

To Edward A. Lawrence the following question was propounded:

"How much do you consider the property at Wilkins' Point worth?"

"Answer. From fifteen hundred to two thousand dollars, because it is located so elegantly. Wissmann laid it out in building lots, and sold a lot to Mr. Turner at the rate of $3,000 an acre. I think its locality and position make it a great deal more valuable. It is rather abrupt on the Sound, but rises beautifully and in a mound."—(See page 231.)

Hon. John A. Searing, member of Congress from the district in which Willett's Point is situated, deposed as follows:

"Question. Take the whole of this land at Willett's Point together, front, back, and side land, what do you estimate the one hundred and ten acres worth?

"Answer. From the way property has been selling in that neighborhood, I should say it was worth near $2,000 an acre.

"Question. If you were a man of means, and desired to buy the property, what would you have paid for it?

"Answer. If I took a fancy to the property, I would have been willing to have paid almost any price for it.

"Question by Mr. Florence. Would you have given $2,000 an acre for it?

"Answer. Very likely; probably more.

"Question. If you had been the owner of the property, and knew that an act had passed for the purchase of it, what would you have expected to get from the government for it?

"Answer. A pretty large sum. I would have got more than they did, if I could have possibly done it.

"Question. With a knowledge that the appropriation for the purpose was $150,000 would you have expected to be paid $200,000, for it?

"Answer. If I thought the government wanted it, and must have the property, and could not do without it, if I had paid only $15 for it, I would have asked $250,000, or as much more as I could have got."

The foregoing is but a portion of the oral testimony, going to show that the government did not pay more than a fair price for the Willett's Point property. It would seem to be all-sufficient for its end.

But there is yet another criterion and test of value which, perhaps, is still more convincing than mere individual opinion—the comparative price paid by the government in other cases for military sites than in the present instance of Willett's Point.

In the New Bedford purchase—a case settled by arbitration—already referred to, the price paid was $1,300 per acre, which, considering the comparative location of the New Bedford purchase and Willett's Point, is more, in proportion, than was paid for Willett's Point.

In the Fort Tompkin's addition, purchased the last year, the price paid for 17 acres was $42,500, a little more than $2,500 per acre; while the price paid for Willett's Point was about $1,500 per acre, including the water front, and yet Willett's Point and Fort Tompkins are similarly situated in reference to New York.

It would be entirely pertinent to ask, if it was not exorbitant in the government to give $2,500 per acre for the land at Fort Tompkins, how can it be exorbitant to give $1,500 per acre for Willett's Point, in the same vicinity?—(See Captain H. G. Wright's testimony, pp. 225, 226, 227.)

And on the 14th of August, 1854, a lot of land of $5\frac{1}{5}$ acres was purchased, for fortification purposes, of Peter Jacobson, for $12,000, or more than $2,300 per acre, which was $800 per acre more than was paid for Willett's Point.—(See Appendix No. 17, p. 289.)

Such is the actual evidence as to the value of the Willett's Point property. It is clear, conclusive, overwhelming to the point, that the government paid no more than a fair price for it.

But passing by all parol proof, there is one general consideration which stamps entire reasonableness on the purchase. The very locality of the land settles the question. Situated within a few miles of the empire city of the empire State of the Union, whose commerce is world-wide, exacting rich tribute from every State of the Union, and from every country of the civilized globe, and building up almost semi-annually magnificent fortunes for hundreds and thousands of her citizens, and laying the foundation for the occupation of every beautiful spot with the princely villa and palatial edifice, such a location must needs be of surpassing value, and one hundred acres of land thus located, with splendid water views and beautiful scenery, are worth as much money (as the Hon. Mr. Searing said) as mortal means can command.

The undersigned do not hesitate to express their decided conviction that the price paid for the Willett's Point property was by no means exorbitant, if the testimony of intelligent and creditable witnesses is to be relied upon; and they further believe that, from the rapid and constant advance in real estate values in the vicinity of the great commercial metropolis of the Union, a year's or even a half year's delay in the purchase would have added largely to the cost, perhaps doubled the price to the government, and before the last payment. They are confident that it was sound policy in the Secretary of War to make the purchase at once; and that he has saved money to the government by doing so.

IV. As to the last charge, which the course of interrogation seems to aim to fix upon the Secretary of War, to wit, that he was connected

with a combination to effect a sale of the Willett's Point property for some end of personal interest, the undersigned have but to say that, in the absence of any particle of evidence to the contrary, they cannot consent to do that distinguished gentleman the injustice to enter upon any detailed consideration of it. His own good name and his high position in the country should be, and is, a full refutation of all such calumny ; and so all but the prejudiced and the embittered partisan will say.

They have only to add, on this point, that after a most extraordinary course of interrogation, in which all the rules of legal evidence were set at naught, and the most palpable irrelevancy tolerated, there is not a solitary circumstance, not one jot or tittle of evidence, to affect the personal honor or official integrity of the Secretary of War.

An effort was made, it is true, by an inquisitorial prying into private transactions, to connect certain bank accommodations had by the agent of Governor Floyd with a speculation in the Willett's Point purchase, but the idea was utterly dissipated by the unqualified testimony of respectable witnesses that those accommodations commenced months before Governor Floyd became a member of the administration—before President Buchanan was elected, and had reference exclusively to his own private interests and business operations.

Indeed, after all the tedious investigation made by the committee, the undersigned, as a portion of that committee, have seen nothing to criminate any one against whom it seemed to have been aimed. To one party, at least, whom there seemed a disposition to implicate, the Hon. Augustus Schell, the chairman of the committee himself took occasion to exonerate from all improper connexion with the Willett's Point purchase. On page 117 of the manuscript evidence he does justice to Mr. Schell in the following emphatic language :

"The CHAIRMAN. Mr. Horace F. Clark asked me about his (Mr. Augustus Schell's evidence,) and I told him, as near as I recollect, everything he swore to. I know his examination was a satisfactory one, *and proved to me that he had nothing to do with the combination which effected the sale of this property to the government.*"

What was thus said, with entire truth, of Mr. Schell, might, so far as the proofs are concerned, be as well said of all whose official conduct came under review in the investigation.

The undersigned do not feel that they will have done their full public duty should they close this report without entering their solemn protest and earnest warning against what they regard a great public evil—the frequency of these congressional investigations.

The history of the present session of Congress satisfies them that to raise an investigating committee has become a matter of far too great facility, while the progress and result of this particular investigation have fastened upon their minds the conviction, that the facility complained of not only may be, but has been, made an instrumentality for the commission, not of simple injustice merely, but of grievous injury and perhaps irreparable wrong. It opens to malevolence the widest scope for the gratification of its vindictive promptings, and makes for personal and party malignity the opportunity to scatter suspicion, and to wreak its dark vengeance upon its marked-out victims.

In this instance no specific charge was brought forward as a basis for the investigation. No one could be found who would take upon himself the grave responsibility of endorsing a definite accusation against the Secretary of War. But it seems to have been *presumed* that there was something wrong in the affair of the Willett's Point purchase, or, may be, it was *hoped* that something wrong would turn up in the course of the investigation, should one be had; and so a general inquiry was suggested into all the matters and things relating to the transaction.

The investigation commences. The accused party is not present to confront and cross-examine the witnesses, because there is no party actually accused, or arraigned; and so in order to manufacture materials for the investigation, and save the proceeding from the appearance of a bald farce, a course of random and totally irrevelent interrogation becomes indispensable, and is allowed.

The result is an outrage upon all justice and right. While there is no named allegation against Governor Floyd, and himself all the while absent; his official conduct, and even his private affairs having no sort of connexion with his public relations, were made the subject of a prying scrutiny for months together; he is placed before the country in the attitude of a public functionary arraigned for malfeasance, when, in the recess of the committee room, it is known that no one has dared to specify a charge; suspicion is aroused by the mere fact of the investigation; defamation is set to work; falsehood does its task; and yet, after a most protracted and searching, and even inquisitorial investigation, not one single circumstance is developed to impeach, in the slightest degree, his honor as a man, or his uprightness as a public agent.

The justice of this great nation revolts at such a course of proceedure, and Congress owes it to the country and the character of the nation at once to apply the corrective, by refusing any committee of investigation unless there be a specific, tangible charge, and a responsible accuser. Otherwise, Congress will but lend its high authority to the perpetration of injustice and wrong; calumny will have unrestricted scope, and no man's reputation will be safe.

The undersigned submit the following resolutions:

Resolved, That the evidence taken before the committee does not in any degree warrant the slightest imputation upon the official or personal integrity of the Secretary of War.

Resolved, That the evidence does not warrant the imputation that Augustus Schell was guilty of any official or moral delinquency in connexion with the purchase of the property at Willett's Point.

Resolved, That the committee be discharged from the further consideration of the subject.

G. W. HOPKINS,
THOMAS B. FLORENCE.

MR. WOOD'S VIEWS ON THE WILLETT'S POINT INVESTIGATION.

The undersigned, one of the members of the Special Committee appointed by the House of Representatives to investigate the circumstances connected with the sale and purchase by government of a certain plot or parcel of land on Long Island, in the State of New York, commonly known as Wilkins' Point, being unable to agree with the other members of the committee, respectfully asks leave to present his views to the House.

From the testimony adduced before the committee by various witnesses, the following facts were elicited:

It appears that for more than thirty years past the necessity of erecting another fort in the vicinity of Fort Schuyler, on the opposite side of Long Island Sound, has been a matter of consideration with the government, and general opinion has been directed to Willett's Neck, or Wilkins' Point (both names for the same parcel of land to the investigation of the sale and purchase of which the attention of your committee has been directed) as the most available point for this purpose.

Toward the close of the third session of the last Congress the sum of $150,000 was appropriated for the purpose of a location for such a fort, without specifically naming any particular place, as there were two or three points in the vicinity, the relative merits of which had been under consideration. After a careful examination of these several points, and mature deliberation as to their respective merits, there could be no question as to the superiority, in all respects, of Wilkins' Point for the purpose intended.

This property, it appears, was in the possession of one Wissmann, who, knowing that the government had an eye toward it for fortification purposes, and being assured by various facts and circumstances within his knowledge that it was the most suitable location in the neighborhood, naturally placed upon it a higher value than perhaps its intrinsic merits would entitle it to for any other purpose. But even this, judging from the testimony, is a matter of doubt with the undersigned, inasmuch as the evidence—and such evidence as cannot for a moment be called in question—distinctly shows that property in this vicinity is, in some instances, held at a much higher rate of value than was paid for Wilkins' Point; and there is no reliable evidence in opposition to this tending to prove that in any instance could property of the kind at all suitable for such a purpose be obtained in the neighborhood at a rate materially less.

It further appears, from correspondence produced in evidence, that after the appropriation of $150,000 was made, Wissmann, the then owner of the property, offered to dispose of it to the government for $1,000 an acre, "an actual and accurate survey being made, and, in addition, to receive $15,000 for his improvements." This statement

is made by J. G. Barnard, brevet major engineers, in a communication to General J. G. Totten, bearing date March 24, 1857.

From the oral testimony of Mr. Wissmann before the committee it also appears that, about a week or ten days after the passage of the bill making the appropriation for this purchase, Mr. Van Nostrand, on behalf of Major Barnard, called upon the said Wissmann to inquire his price, and that Wissmann offered to sell the land for $1,000 per acre, or to take $120,000 for the whole, including his improvements. Van Nostrand requested Wissmann to give him a written memorandum to the effect that he would take $100,000 for the whole. This proposition Wissmann declined. Van Nostrand then stated that Major Barnard would make his report to the bureau in Washington, and requested a week's time in order to obtain an answer. To this Wissmann agreed.

In the meantime, one George Irving, who lives but a short distance from Wissmann, having heard of the appropriation, applied to Wissmann to ascertain the value he put upon his land, and eventually made him an offer of $130,000 for the land and the improvements. To this offer Wissmann replied, "I had a contract with Mr. Van Nostrand, who came to see me on the part of Major Barnard, who, he told me, would make his report to Washington, and that I thought I should wait that report before I came to any agreement with him. I told him that in case the government did not buy it I would sell it to him for that price; but that I thought, out of politeness, I would wait to hear from Major Barnard."

At the expiration of a week or ten days—the time specified during which Wissmann expected to hear from Major Barnard—it appears that he saw Van Nostrand, and that the latter told him that Major Barnard had as yet no reply from Washington, and that the government did not want the land; but that if they should want it they would take it under an appraisement. At this point the negotiations between Wissmann and the government terminated, and the former, having given Irving a written agreement to sell the property to him in case the government did not want it, negotiations between them were forthwith set on foot. Some written agreement was then entered into; but, after two or three weeks, a further agreement was made; and, in order to make it of binding force, the sum of $1,000 was paid by Irving to Wissmann. Thus it appears that from four to five weeks intervened between the passage of the appropriation and the purchase of the land by Irving. By this purchase it appears that $10,000 were to be paid in May; $35,000 in July, and that a mortgage of $85,000 was to remain upon the property. The cash conditions were fulfilled, the mortgage was given, and Irving came into possession.

In confirmation of Wissmann's testimony to the effect that Van Nostrand had informed him that the government did not want this property, Mr. Irving says:

"The day I went to see Mr. Wissmann he told me that Major Barnard had been there the day before looking at the land, but that he had not decided that he wanted it, and that he had been over to Cryder's Point that day, and had given out that he thought it would suit better than Wissmann's."

Irving having now become the owner of the property, he wrote to the Secretary of War making an offer of sale, and fixing the price at $200,000.

Hitherto it appears to have been the practice of the government to leave negotiations for purchases of this nature in charge of the Engineer Bureau, "subject," as General Totten says, "*to the approval of the Secretary of War;*" but for reasons which were no doubt satisfactory to the Secretary, it seems that, in this case, a change was made in this respect, and he at once transferred the matter from the control of the engineer department, and took charge of it himself as the head of the War Department. Secretary Floyd, in his examination before the committee, says:

"There was a great deal of writing between the engineer in charge and the engineer-in-chief upon the subject of this property, which I was not aware of until I got the $200,000 proposition. This price struck me as inordinate, and I said that I could not think of entering into a transaction of the sort, but that I would go and consult about it. I took the papers to the cabinet, and we talked the whole thing over fully. We read the papers, such as were then before me, from the engineer's department, and it was very obvious, in the course of a few days, that, immediately upon the appropriation for the purchase of the property, speculators had got to work and possessed themselves of it, and it was a struggle, as it seemed to me, between them and our engineers there who should get hold of the property. But, at all events, it had passed into the hands of third parties, and the question presented to us was as to the price for which the property could be purchased."

Again, the Secretary of War, speaking of the transaction, says: "It was carried on by the engineer department *without any knowledge of mine* until it became necessary that I should be consulted about it." The Secretary further says: "The first incident in the transaction which attracted my special attention was a formal proposition offering to sell this property to the United States government for $200,000 upon specific terms."

On the other hand, General Totten says, before the committee, "I kept the Secretary of War informed from time to time of the subject, by communicating to him the letters of Major Barnard;" and, further, General Totten states that the Secretary of War was cognizant of the fact, that Major Barnard *supposed*, for there was no certainty in the case, that the property could be obtained for $100,000. Indeed, General Totten, in his testimony, appears to convey the idea throughout, that the Secretary of War was fully conversant with all the facts and circumstances, and proposals in the case from the beginning. Whether there is or is not a discrepancy between the statements of the Secretary of War and those of General Totten, may be a matter of grave consideration; but it is worthy of remark here, that a copy of a letter written by General Totten to Major Barnard, dated "Engineer Department, Washington, March 26, 1857," contains the following remarkable passage:

"I have no idea that the Secretary of War will authorize an offer to Mr. Wissmann of the sum you mentioned for his property at Wilkins' Point, and therefore I HAVE NOT SUBMITTED YOUR PROPOSITION TO HIM."

It is not for the undersigned to attempt to reconcile this avowal made by General Totten on the 26th of March, 1857, with his statements made before the committee; but it certainly goes strongly to corroborate the assertion of the Secretary of War that he knew nothing of these transactions until they had progressed so far that it became necessary he should be consulted. This letter of General Totten's is dated the 26th of March, and it is represented that the sale was made from Wissmann to Irving *on the following day*, so that it must be obvious the Secretary not only had no knowledge of the price at which the purchase could then have been made, but that he, consequently, could not make it for want of that knowledge, and ought not, therefore, to be held responsible for the delinquencies of his subordinates.

Thus far the state of the case seems to be very plain, and entirely divested of anything like intricacy. Here is a piece of property which, at the time the appropriation was made, and for some two or three weeks afterwards, could have been purchased for $120,000, but it *was not then purchased.* Other parties, knowing the requirements of the government, and the peculiar adaptation of this site above all others, step in between the negotiating parties, and, in consequence of the delay in completing the negotiations, or, rather, in consequence of what may be characterized as a species of seeming duplicity, at least, on the part of some of the officers of the engineer department of the government, the advantage of the first offer is lost to the United States, and a demand is made for a sum nearly double the amount of that for which the property was at first offered.

Accordingly, we find that in the month of April, after the matter had been discussed on several occasions before the cabinet, the Secretary of War wrote to Mr. Augustus Schell, of New York, in which letter the Secretary says:

"This purchase has been under discussion in the cabinet on several occasions, and the opinion seems to prevail (which is my opinion also) that the price asked for the land ($200,000) is exorbitant. I am aware that lands are high in the neighborhood of the proposed fort, and I am also aware that the government cannot possibly purchase land at less than its full market value."

* * * * * * * *

"The object of this communication is to request that you will proceed at once to ascertain, as far as practicable, and by such means as you can fully rely upon, the fair value of this land. I desire you to communicate with Mr. Isaac Fowler, and get his estimate of its value likewise."

* * * * * * * *

"My object, you will perceive at once, is to procure such information as will enable the government to pay a fair price for the property, and to protect it against extortion. I enjoin it upon you, therefore, to proceed with that sort of caution and secrecy which will enable you to avoid being imposed upon by any combination."

Some ten days afterwards Messrs. Schell and Fowler transmitted to the War Department the following reply to the Secretary's letter:

"NEW YORK, *April* 24, 1857.

"SIR: In obedience to your request, as contained in your letter of the 13th April instant, we have made inquiries as to the value of the property known as Willett's Point, opposite Fort Schuyler.

"The property is situate on the East river, at a convenient distance from New York, being one hour by boat or railroad, and is decidedly the most eligible and desirable position for the erection of summer residences, for which purpose the property in the immediate vicinity has been used by many of the leading and wealthy merchants; and the land fronting on the water in that vicinity is held by the owners at from $1,000 to $3,000 per acre.

"We have made inquiries of persons living in the vicinity, and have also procured a statement from several auctioneers in our city, who are acquainted with this property, and all concur in estimating it to be of great value. A certificate, signed by some of the persons inquired of, is herewith transmitted.

"We also transmit a letter from Mr. Henry Grinnell, who owns a point of land in the immediate vicinity of Willett's Point, which he values at $3,000, and which, in the opinion of Mr. Mickle, (whose letter we also send,) also a land owner in the neighborhood, is not of greater value than that in question.

"An additional value is given to this land from a recent act of the legislature, said to have been passed, giving the owners the right to land under water to the distance of four hundred feet from low water mark.

"Relying upon the statement made in answer to our inquiries, and also from a personal inspection of the property, we think that, if the quantity of land is as represented, the sum of two hundred thousand dollars for the same cannot be considered an exorbitant price.

"With great respect, we remain your obedient servants,

"AUGUSTUS SCHELL,
"ISAAC V. FOWLER.

"Hon. JOHN B. FLOYD,
"*Secretary of War.*"

The first favorable opportunity having been allowed to pass by without action on the part of those into whose hands such matters were ordinarily entrusted, there remained but one alternative—either to meet the demand of the intermediate purchaser, or to delay the purchase for an indefinite period, thereby rendering it probable that a still larger amount would be demanded for the property. The former course was decided upon and adopted; and an agreement was entered into by the War Department with Irving, the then owner, to pay him the sum of $200,000 on his making a good title to the United States. The title was produced; was examined by the proper officer—the Attorney General; was pronounced to be good, and $115,000 of the money was paid.

Such is a succinct statement of facts as they were elicited before the committee. A vast mass of testimony was introduced which the undersigned considers as being wholly irrelevant to the object of the

inquiries demanded of the committee by the House, and, in some instances, wholly at variance both with the objects of the investigation and the personal rights of the witnesses. This evidence being irrelevant, and chiefly tending to show the *modus operandi* by which the price of the property was raised from $120,000 to $200,000 by parties wholly unconnected with the government, the undersigned does not deem it his duty to trouble the House with any review of the same. It has been printed, and each gentleman, if he chooses to wade through this mass of irrelevant matter, can do so for himself.

Having now, as the undersigned believes, fairly and fully sifted the wheat from the chaff; having set forth all the leading facts connected with this transaction as they were developed in the testimony taken before the committee, we might be content, in lawyers' phrase, to "rest the case here," on the ground that the terms of the resolution of the House by which this committee was raised and its duties assigned have been complied with. But there is still another consideration, and that is the ulterior object which the House had in view in eliciting these facts. What was that object? It was the ascertainment of a further fact, namely: whether or not there had been any malfeasance on the part of certain high government officials in the negotiations for and the conclusion of this sale and purchase. Scarcely had the purchase been made when the busy tongue of Rumor was at work, and the Secretary of War, (Mr. Floyd,) and the collector of the port of New York, Mr. Augustus Schell, were openly charged with collusion in connexion with other parties, in defrauding the government out of a large sum of money. Vague and indefinite as these rumors were, they were taken up by parties in high standing, and were so frequently repeated, and their truthfulness was urged with so much pertinacity, that investigation seemed to be absolutely necessary for the justification of the parties charged.

Looking upon the whole of this testimony, then, as the undersigned believes he has done, with an impartial eye, he cannot avoid coming to the following conclusions:

First. So far as Mr. Augustus Schell is concerned, there is not the slightest evidence implicating him in any way in any design to enhance the price of this property. All that appears in regard to him is the performance of a very simple duty enjoined upon him by the Secretary of War, ostensibly with the view of protecting the government from extortion. He was requested by the Secretary, in company with Mr. Fowler, postmaster of the city of New York, to examine the premises, to make inquiries of the neighboring land-holders as to the value of lands in the neighborhood, and to do whatever else might seem in his judgment necessary to be done in order to ascertain the true state of the case, and discover the fair value of the property in comparison with other property in the vicinity. This duty Mr. Schell performed doubtless in the best manner in which he was able. Not depending exclusively upon his own judgment, he endeavored to fortify his opinion by obtaining the judgment of others whom he considered better qualified than himself to form an accurate estimate of the value of this property. Whether he exercised all the caution and prudence that might have been exercised, whether he pursued his in-

quiries to the utmost extent to which they might have been pursued, is a question upon which the undersigned will not venture an opinion; but he is most decided in his belief that there is nothing whatever in the whole of the testimony that can at all implicate this gentleman in any corrupt purpose in regard to the agency he had in this affair; and the undersigned is corroborated in this view by the chairman of the committee, (Mr. Haskin,) who in the course of the examination of Mr. Edwin Crosswell remarked as follows:

"The chairman: Mr. Horace F. Clarke asked me about his (Collector Schell's) evidence, and I told him, as near as I could recollect, everything he swore to. I know the examination was a satisfactory one, and proved to me that he had nothing to do with the combination which effected the sale of this property to the government."—(MS. report of testimony, p. 117.)

So far, therefore, as any insinuation against Mr. Schell, the collector, is concerned, the undersigned considers that the matter may be at once dismissed.

Secondly. In regard to the Secretary of War, the undersigned is equally clear as to the absence of any improper intention on his part. Scarcely had he assumed the duties of his office when a demand was made upon him to send to New York a large amount of money for the purchase of this property. He knew nothing of the negotiations which had been going on, as we find, both from his own statement and the letter of General Totten, of the 26th of March, to Major Barnard. He declined to act thus precipitately, not having consulted the cabinet, and being himself but newly inaugurated in his office. That he should have proceeded with caution in a business of so much importance is rather a matter of commendation than of reproach; and the undersigned would be unwilling to perpetrate the injustice of casting censure upon a member of the government, because he did not act with precipitation on the representations of others, without making himself acquainted with all the facts of the case.

As for any corruption on his part, so far as the evidence goes, the supposition is wholly unfounded. It is a matter for deprecation that the Secretary of War should have so far exceeded his power as to make a purchase involving the payment of $50,000 over and above the amount appropriated by Congress. The undersigned cannot but regard this as an encroachment upon the rights of Congress; still he is well satisfied that there is nothing in the testimony which at all indicates a corrupt motive. So far as this indiscretion is concerned, the undersigned cannot but regard it as stepping beyond the legitimate powers with which the Secretary of War is invested, and that it is so far deserving of censure as to prevent its being made a precedent in future. It is no palliation to contend that the price agreed to be paid is nothing more than the real value of the property, in comparison with other property of a like kind. That is not the question under consideration.

There is much conflicting evidence as to the value of the property, although the undersigned believes that the reliable testimony in this respect largely preponderates in favor of the assumption that the price paid is only a fair and reasonable price. Some of the

witnesses swear that the property was not worth more than from five to eight hundred dollars per acre. Others again swear that it is worth from $1,500 to $2,000 per acre. We have the evidence of one man (Mr. Frings) that he sold property not far distant from this at $2,500 and $3,000 per acre.—Mr. Henry Grinnell, a man of world-wide reputation as a philanthropist, and, of course, of unimpeachable integrity, tells us that he owns ten acres a short distance below this point, for which he asks $30,000, or $3,000 per acre.—Hon. John A. Searing, a member of this House, tells us that the water front of the land at Wilkins' Point is worth $2,000 per acre, and that there is a great deal of water front; that he knows of land at Great Neck, a good way up the bay, which had not been ploughed for twenty years, and which sold at $1,500 per acre—and that he should say that the whole of Wilkins' Point property was worth very nearly $2,000 per acre.—Mr. Edward A. Lawrence, a farmer living in the neighborhood, considers this property worth from $1,500 to $2,000 per acre, because it is located so elegantly.—Mr. William Weeks, a real estate broker at Oyster bay, knows Wilkins' Point, and thinks that $2,000 per acre would not be an unreasonable price; and Mr. H. G. Wright, captain of engineers, in charge, informs us that some time ago the government paid $2,500 per acre for some land adjoining Fort Tompkins, situated in respect to that fort as the land of Mr. Day is to Wilkins' Point, and for which the government, some of these days, will be called upon to pay a similar price should its occupancy by the United States be deemed desirable, (and from the report of the engineers such is likely to be the case,) unless the wiser policy is now pursued of making the purchase when it can be had, perhaps, for a reasonable amount.

All this, however, as the undersigned has said, does not exonerate the Secretary of War from the responsibility attaching to his having overstepped the limits of his power; and while the undersigned exonerates him, as he has before stated, from any corrupt motive or purpose or from any participation with others in any attempt to raise the price of this property on the score of its being required by the government, he thinks he should have adhered strictly to the terms and limits of the appropriation.

Finally, it may not be improper to add that the responsibility of this transaction does not, and *should not*, rest entirely upon the War Department and the Secretary of War. We have the evidence of the Secretary of War, the Attorney General, and the Secretary of the Treasury, that this matter was under consideration by the cabinet at various times. It must have been known to each member of the cabinet how much Congress had appropriated for the commencement of this fortification, and how much money was asked for this parcel of land; and, under these circumstances, it was certainly within the power of the President and other members to have exercised a controlling influence over the Secretary of War if they had deemed that he was stepping beyond his legitimate authority. The Attorney General himself tells us, in his testimony before the committtee, that, if the question had been put to him, he "would have no hesitation in saying that the War Department nor any other department of the government is

authorized to expend more money than is appropriated for a particular purpose. It is useless to affect doubts upon the subject; it is too clear to hesitate upon." And yet, in the face of this statement and opinion, we find the Attorney General passing upon the title of this property when he could scarcely fail to have known not only the amount of the purchase money, but also the amount of the appropriation. To say that it was none of his business to say "yes" or "no" to the purchase, is worse than an idle excuse. The Attorney General is the law officer of the government, whose special duty it is, by the joint resolution of 1841, to examine and pass upon these titles; and we naturally and properly suppose that all questions within his cognizance, as a member of the cabinet, in which the interests of the government are or *may be* affected, should receive his careful attention, and elicit his honest and impartial advisement.

Another singular circumstance in the transaction is the exceeding looseness and indifference which seems to have been manifested in regard to the examination of the title. How it is possible that a certificate of clear title could have been given by the Attorney General, or by Mr. Gillett, his assistant, when the deed conveying the property expressly sets forth in its body that there was a mortgage of $85,000 upon it, is a mystery which passes all comprehension otherwise than on the supposition of absolute indifference and neglect.

Having, as the undersigned believes, fairly and justly reviewed this whole matter in connexion with the testimony, and with *that alone*, with the view of doing simple justice to all parties concerned, regardless either of personal considerations or of political bias, the undersigned submits the above report, believing that he has conscientiously performed the duty assigned to him as a member of the committee entrusted with this investigation, and he therefore offers the following resolutions, in which he asks the concurrence of this House.

JOHN M. WOOD.

Resolved, That, after a close and impartial scrutiny of the testimony offered before the committee appointed by the House of Representatives to inquire into the circumstances attending the sale and purchase of land at Wilkins' Point, on Long Island, in the State of New York, for the purpose of commencing a fortification at that place, there is nothing which tends to implicate, in the slightest degree, either the Secretary of War or the collector of the port of New York, as having acted corruptly in the said purchase.

Resolved, That there are yet circumstances connected with the *manner* of this transaction which indicate much carelessness on the part of the administration, in regard to the interests of the government, and a want of due forethought and consideration, which, if allowed to pass without reprehension, might be adduced as dangerous precedents in the future management of affairs of this kind.

Resolved, That the committee be discharged from the further consideration of the subject.

STATEMENT.

The undersigned, of the committee appointed to investigate "the facts and circumstances connected with the sale and purchase of Willett's Point, for fortification purposes in 1857," asks leave to state the conclusions which he derives from the evidence taken by the committee.

A cursory perusal of the mass of testimony, which is herewith reported, will show that much of it is irrelevant or immaterial. It is not proposed to comment on the evidence in detail; it is in possession of the House and the country. Every representative has the opportunity to judge for himself of its significance and value. The undersigned embodies his own opinions in the resolutions which are subjoined.

There can be no doubt that, in consequence of official mismanagement in some quarter, an excessive price was paid for the land bought by the government at Willett's Point. It appears that there was a time when this property could have been purchased for about $120,000. This opportunity was not promptly and wisely improved, and for some reason, unexplained by the testimony, was suffered to pass away. After this period there seems to have been no time when the land at Willett's Point could be had at a price which could be controlled by the government, and the purchase was finally made after consultation with the Executive and his counsellors.

These seem to be the prominent "facts" connected with the *purchase* of Willett's Point. The investigation ordered into the "*circumstances*" connected with the "*purchase and sale*" of this property, opens a range of infinite itlatitude, unless the resolution under which the committee has acted is interpreted to mean the ascertainment whether the government has done or suffered wrong in the premises.

The undersigned adopts this interpretation, believing it to express, with accuracy, the intention of the House in the passage of the resolution. By this light he reviews the evidence and forms his conclusions.

No evidence is on record which will inculpate any officer of government in fraud or corruption. A grave error of imperfect administration appears in the omission to secure the property on more favorable terms, which might have been done prior to the sale to other parties in April, 1857. A degree of carelessness is also to be noted in the Attorney General's office, in overlooking the mortgage on this purchase, which is reprehensible.

As to the other parties in interest, the vendor or vendors of Willett's Point, there is no doubt that the advantage of their position was improved to the utmost, and that the result was a most successful speculation. The disposition to make the government pay exorbitantly

in all its purchases which are based on specific appropriations, which are necessarily public, is wide spread, if not universal. The evils growing out of it can only be corrected, if corrected at all, by unceasing vigilance, and by great financial ability in the agents of the government. The spirit deserves rebuke, and the practices which grow out of it ought to be condemned by the voice of public opinion. All gross abuses, wherever discovered, should be stigmatized in such a manner that they shall become disreputable. In these public transactions there is scarce a chance of escape for wrong-doers, and the exposure which is sure to follow will, in most cases, serve to prevent future evil, even if it cannot remedy a present wrong.

In the judgment of the undersigned, the committee exhausts its power in reporting the testimony in this case to the House, and the opinions of its members thereon. No further action can, therefore, be recommended beyond the record of these proceedings. The following resolutions are accordingly submitted, as embodying the views of the undersigned of the evidence before the committee, on the essential points of the case.

Resolved, That the payment of a sum exceeding the appropriation made by the act of March 3, 1857, "for the commencement of a fortification opposite Fort Schuyler," for a site, merely, at Willett's Point, and the assumption of a mortgage thereon by the United States, was without authority of law, and is disapproved by this House as an unsafe precedent.

Resolved, That the price paid on behalf of the United States for the property at Willett's Point is excessive.

Resolved, That the original negotiations for the purchase of Willett's Point were not conducted with sufficient promptness, tact, and energy, on the part of the Engineer Bureau; and negligence is exhibited on the part of the Secretary of War in delaying action to secure the property at a price within the appropriation made by law.

Resolved, That the matter of the purchase of Willett's Point, on the terms and conditions by which it was effected, was submitted to the President and cabinet by the Secretary of War, and that the purchase was made with their knowledge and consent; and that no evidence of fraud or corruption in any officer of government, in connexion with this transaction, has been produced before your committee.

ROBERT B. HALL.

JOURNAL

OF

THE SPECIAL COMMITTEE

APPOINTED

By the House of Representatives, on the 9th of February, 1858, for the purpose of investigating the facts and circumstances connected with the sale and purchase of land at Wilkins' Point by the government.

COMMITTEE.

JOHN B. HASKIN, *of New York.*
GEORGE W. HOPKINS, *of Virginia.*
JOHN M. WOOD, *of Maine.*
T. B. FLORENCE, *of Pennsylvania.*
R. B. HALL, *of Massachusetts.*

THURSDAY, *February* 25, 1858.

The committee met in the room of the Committee on Expenditures in the Navy Department. Present: Mr Florence, Mr. Hall, and Mr. Chairman.

The following communication from the Clerk of the House of Representatives was read:

THIRTY-FIFTH CONGRESS—FIRST SESSION.

CONGRESS OF THE UNITED STATES.

IN THE HOUSE OF REPRESENTATIVES, *February* 9, 1858.

On motion of Mr. Haskin,

Resolved, That a special committee, consisting of five members, be appointed, for the purpose of investigating the facts and circumstances connected with the sale and purchase of a tract of land at Wilkins' or Willett's Point, in the county of Queens and State of New York, opposite Fort Schuyler, purchased by the government for fortification purposes during the year 1857, and that said committee be, and they are hereby, authorized to send for persons and papers.

Ordered, That John B. Haskin, of New York, George W. Hopkins, of Virginia, John M. Wood, of Maine, T. B. Florence, of Pennsylvania, and R. B. Hall, of Massachusetts, be appointed said committee.

Attest: J. C. ALLEN, *Clerk.*

The Chairman made the following statement:

It was my intention, when I introduced the resolution empowering this committee to act, to have stated to the House the object I had in view in offering it; but gentlemen objected, and I could not do so. I wish now to state to the committee certain facts connected with the subject which we are about to investigate, which are within my own personal knowledge. In the fortification bill which passed on the 3d of March, 1857, I find the following item: "For the commencement of a fortification opposite Fort Schuyler, $150,000." During that month, whilst here attending the inauguration, I called at the War Department to inquire about the matter, and was referred to General Totten. I told him that I represented the district in which Fort Schuyler was situated, and that I felt an interest in the new fortification, and desired to know what was being done with the appropriation. Upon this he inquired of me whether I knew anything about the value of land over there; and I replied that I did; that I was very familiar with it, having searched some titles of property in the neighborhood, and being acquainted with the location. "Well," said he, "what is the land worth? I answered, that for the government it was worth $500 an acre, but for a private individual it was not worth so much; and that, in August, 1856, the whole tract, consisting of 150 acres, could have been purchased for $35,000. General Totten then said that the government could not get it for so low a sum, and that Major Barnard had entered into an agreement by which the government was to have it for $100,000. I remarked, on hearing this, that I supposed some speculator, desirous of making money, had stepped in between the government and the owner and obtained a contract to dispose of the property, supposing that he could get whatever he chose to ask for it.

Subsequently I learned from several gentlemen that this property had been purchased by the government for $200,000, of which $115,000 had been paid in cash, and a mortgage left upon the property for the balance, $85,000. Being led by this to examine into the transaction, I discovered that on the 15th of April, 1857, the legislature of the State of New York had passed an act ceding jurisdiction to the United States, and for condemnation of such land as it might purchase, which act contained the usual clause. I found also that on the same day an agreement was entered into by Frederick Wissmann, who had had this property in the market a long time for sale, by which he agreed to sell the property to a Mr. George Irving for $130,000. In April, 1857, the government concluded to purchase the property from Mr. Irving for $200,000, and that purchase was consummated in the July following, in the way I have stated. $115,000 was paid in July, but the deeds were not recorded until the month of November, 1857; all the old mortgages being wiped off, and this new mortgage for $85,000 being left upon the property.

My object now is to show who the parties are who stepped in between the original owner and the government; I believe they are connected with this government, and ought to have been above entering into this swindling operation. I understand there are six or seven

men in it. I have had my suspicion excited that the $85,000 mortgage left upon the property is a bogus mortgage, and this also I wish to ascertain. In order to do this, I ask the consent of the committee to request the attendance of Hon. John B. Floyd, Secretary of War, from whom I wish to obtain the official papers in the case, and such information in relation to it as will enable the committee to pursue the investigation speedily and thoroughly.

On motion of Mr. Chairman,

Resolved, That Hon. J. B. Floyd, Secretary of War, be requested to appear before the committee on Friday, February 26, to testify to such facts as may have come to his knowledge in relation to the sale and purchase of the Wilkins' Point property; and that he be requested to bring with him such papers as he may have in the War Department concerning the purchase of the property.

On motion of the Chairman,

Resolved, That Jas. B. Sheridan be requested to act as the stenographer of the committee.

Adjourned until to-morrow.

FRIDAY, *Februarp* 26, 1858.

The committee met at 10½ o'clock. Present: All the members.

Hon. J. B. Floyd, Secretary of War, and Captain H. G. Wright, of the engineer department, appeared before the committee and were examined.

The committee then adjourned to meet on the call of the chairman.

WEDNESDAY, *March* 3, 1858.

The committee met at 10 o'clock. Present, Mr. Wood, Mr. Florence, Mr. Hall, and Mr. Chairman.

J. F. Russell and C. F. Van Blankensteyn appeaaed before the committee and were examined.

The following letter was received, in relation to one of the witnesses in the case, by the Chairman:

NEW YORK, *February* 27, 1858.

DEAR SIR: I feel the delicacy of addressing you in reference to any part of your official duty, but I cannot refrain from the effort to serve a friend for whom I entertain a very warm regard.

Mr. George Irving has been for some days in expectation of being summoned to testify before a committee, of which you are chairman, in regard to a transaction with the government.

He informed me on Thursday of this week that his arrangements were made to leave for Washington at any moment. Late last evening I received from him the enclosed note, and this morning I went to his residence, where I found him in deep affliction. I was informed that the physicians give him hopes of his wife's recovery, but her situation is highly critical.

The four physicians named by him in the note, and who have

charge of the case, are among the most eminent in our city. Their names and standing will probably be recognized by you.

Perhaps I may be permitted to add that Mr. Irving is a gentleman of the nicest sense of honor, and that he regards it as a privilege to be allowed to give his testimony in the case referred to. I can better make him known to you by saying that he is a son of the late Judge John T. Irving, of this city, and a nephew of Washington Irving.

Under the circumstances of the case, I trust it will not be an improper request for me to make, in Mr. Irving's behalf, that no immediate summons may be issued to him, at least, until the imminent danger in which his wife now lies may be passed.

I beg to apologize for this liberty, and am, with high respect, your obedient servant,

P. M. WETMORE.

Hon. J. B. HASKINS.

THURSDAY, *March* 4, 1858.

The committee met at 10 o'clock.

Present: Mr. Wood, Mr. Hall, and Mr. Chairman.

Charles A. Willett appeared before the committee and was examined.

The Chairman received a second communication in relation to Mr. Irving from Mr. Wetmore, as follows:

NEW YORK, *March* 3, 1858.

DEAR SIR: Having taken the liberty of addressing you a few days since in reference to a friend greatly afflicted, I think it my duty now to add the information that Mr. Irving's wife died this morning.

I have not seen him, and do not know what day is appointed for the funeral ceremonies.

I feel quite sure that your well known kindness and good feeling will indicate the proper time for issuing summons to Mr. Irving, if it should be the pleasure of the committee to take that course.

I am, very respectfully, your obedient servant,

P. M. WETMORE.

Hon. J. B. HASKINS.

Adjourned until to-morrow.

FRIDAY, *March* 5, 1858.

The committee met at 10 o'clock.

Present: Mr. Hopkins, Mr. Wood, Mr. Hall, and Mr. Chairman.

Gilbert Hicks, A. J. Silliman, and W. H. Wilkins appeared before the committee and were examined.

The committee then adjourned to meet at the call of the chairman.

WEDNESDAY, *March* 10, 1858.

The committee met at 10½ o'clock.

Present: Mr. Wood, Mr. Florence, Mr. Hall, and Mr. Chairman.

W. C. Wetmore appeared before the committee and was examined.

Adjourned until to-morrow.

THURSDAY, *March* 11, 1858.

The committee met at 10½ o'clock.
Present: Mr. Wood, Mr. Hall, and Mr. Chairman.
Lieut. Q. A. Gillmore and Col. J. L. Smith appeared before the committee and were examined.
Adjourned until to-morrow.

FRIDAY, *March* 12, 1858.

The committee met at 10 o'clock.
Present: Mr. Hopkins, Mr. Wood, Mr. Florence, Mr. Hall, and Mr. Chairman.
Major J. G. Barnard and Henry Day appeared before the committee and were examined.
Adjourned until to-morrow.

SATURDAY, *March* 13, 1858.

The committee met at 10½ o'clock.
Present: Mr. Hopkins, Mr. Hall, and Mr. Chairman.
J. McKeon appeared before the committee and was examined.
Adjourned until Monday.

MONDAY, *March* 15, 1858.

The committee met at 10½ o'clock.
Present: Mr. Wood, Mr. Hall, and Mr. Chairman.
William Turner and C. P. Loweree appeared before the committee and were examined.
Adjourned until Wednesday.

WEDNESDAY, *March* 17, 1858.

The committee met at 10 o'clock.
Present: Mr. Hopkins, Mr. Hall, and Mr. Chairman.
I. V. Fowler appeared before the committee and was examined.
Adjourned to meet at the call of the chairman.

FRIDAY, *March* 26, 1858.

The committee met at 10½ o'clock.
Present: Mr. Hopkins, Mr. Wood, Mr. Florence, Mr. Hall, and Mr. Chairman.
T. B. Bleecker, A. J. Bleecker, and G. V. Lott appeared before the committee and were examined.
On motion of Mr. Hopkins,
Resolved, That the Secretary of War be requested to inform this committee whether the government of the United States has, within the last five years, purchased any other land in the harbor of New York

other than that at Willett's or Wilkins' Point, and, if so, what quantity, the price paid therefor, and for what particular use such land was purchased.

On motion of Mr. Chairman,

Resolved, That the Secretary of War be requested to furnish this committee with any copies, not heretofore furnished, of letters, telegraphic despatches, and papers in any way connected with the sale and purchase of the property at Wilkins' Point for fortification purposes, duly certified for the use of this committee.

Adjourned to meet at the call of the chairman.

WEDNESDAY, *March* 31, 1858.

The committee met at 10½ o'clock.

Present: All the members.

Simeon Draper and T. S. Draper appeared before the committee and were examined.

Adjourned until to-morrow.

THURSDAY, *April* 1, 1858.

The committee met at 10½ o'clock.

Present: Mr. Hopkins, Mr. Florence, Mr. Hall, and Mr. Chairman.

F. Wissmann appeared before the committee and was examined.

SATURDAY, *April* 3, 1858.

The committee met at 11 o'clock.

Present: All the members.

No witness appeared.

The following communication was received from the Secretary of War, Hon. John B. Floyd:

WAR DEPARTMENT,
Washington, April 2, 1858.

SIR: I have received a letter from "James B. Sheridan, clerk of the committee to investigate the purchase of Wilkins' Point," asking for copies of all letters not heretofore furnished, and other papers connected with said purchase, and for information relative to the purchase, within five years, of any other lands in the harbor of New York; and have the honor to transmit herewith, for the information of the committee, a report of the officer in charge of the Engineer Bureau, which, with the paper enclosed therein, furnishes the information desired.

I would respectfully suggest that, hereafter, any call for information your committee may desire to make upon this department be communicated through its chairman or one of its members. The clerk

of the committee not being officially known to the department, cannot with propriety be recognized.

Very respectfully, your obedient servant.

JOHN B. FLOYD,
Secretary of War.

The CHAIRMAN OF COMMITTEE
To investigate purchase of Wilkins' Point,
House of Representatives.

Ordered, That all communications hereafter addressed to the Secretary of War be addressed in the name of the Chairman.

The committee then adjourned until Monday, April 5th.

MONDAY, *April* 5, 1858.

The committee met at 10½ o'clock. Present: Mr. Hopkins, Mr. Wood, Mr. Hall, and Mr. Chairman.

P. M. Wetmore and Jacob Cole appeared before the committee and were examined.

Adjourned to meet at the call of the Chairman.

MONDAY, *April* 12, 1858.

The committee met at 10½ o'clock. Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

General Joseph G. Totten, chief of the Engineer Bureau, appeared before the committee, and was examined.

Adjourned to meet at the call of the chairman.

FRIDAY, *April* 23, 1858.

The committee met at 10½ o'clock. Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

Grahams Polley appeared before the committee, and was examined.

The following communication was received from the clerk of the House:

THIRTY-FITTH CONGRESS—FIRST SESSION.

CONGRESS OF THE UNITED STATES.

IN THE HOUSE OF REPRESENTATIVES, *April* 19, 1858.

On motion of Mr. Florence,

Resolved, That the committee appointed to investigate the facts and circumstances connected with the sale and purchase of property at Wilkins' Point, New York, by the government for fortification purposes, in the year 1857, be authorized to employ a stenographer at the usual compensation.

Attest: J. C. ALLEN, *Clerk.*

Adjourned until to-morrow.

SATURDAY, *April* 24, 1858.

The committee met at 11 o'clock. Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

George Irving appeared before the committee, and was examined.

Adjourned until Monday.

MONDAY, *April* 26, 1858.

The committee met at 10½ o'clock.

Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

D. Van Nostrand appeared before the committee and was examined.

Adjourned until to-morrow.

TUESDAY, *April* 27, 1858.

The committee met at 10½ o'clock.

Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

George Irving again appeared before the committee and his examination was concluded. A. Schell also appeared before the committee and was examined.

Adjourned until to-morrow.

WEDNESDAY, *April* 28, 1858.

The committee met at 11 o'clock.

Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

W. C. Wetmore, having been recalled, appeared before the committee and was again examined.

Adjourned until Friday.

FRIDAY, *April* 30, 1858.

The committee met at 11 o'clock.

Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

Captain H. W. Benham appeared before the committee and was examined.

The following communication was received from Mr. R. W. Latham, a witness subpœnaed to appear before the committee on Monday, May 3:

WASHINGTON, *April* 28, 1858.

SIR: Just on the eve of my leaving the city for the West, where I expect to be gone for about two weeks, I received a summons to attend your committee as a witness on Monday, the 3d of May, in the case of purchase and sale of Willett's Point. My business in the West is of such a character that I cannot neglect it; and as it can make no difference with the committee, I beg the favor of you to postpone my examination two weeks from Monday, the 3d of May. I may get back

sooner, but would not like to promise to do so. I have no personal acquaintance with any gentleman on your committee, except a very slight acquaintance with Mr. Wood, to whom I shall send a copy of this note, believing that no gentleman on your committee would have me to sacrifice my private interest and break my engagements, when no possible injury could result by two weeks' delay.

I would respectfully state that I am at a loss ty know what the committee expect to prove by me. I hold no office whatever under the government, and if I was so unfortunate as to want one, I could not possibly get it under this administration. If there was nothing else to prevent it, Lecompton would be sufficient. I have no interest whatever in the purchase or sale of the property. I know of nothing that would reflect upon the honor or integrity of any man in the government in reference to this or any other transaction; and while I have charge of Governor Floyd's coal and salt mines in Kentucky, and act as his agent in his private affairs; and while I believe that he has great confidence in me as a business man, yet I am sorry to say that with my political views he has no sympathy; and in regard to any government matter, I know of no intelligent friend of his whose influence with him would not be much greater than mine.

If any member of your committee should have been persuaded that I could give any information that would reflect in any degree upon the honor of Governor Floyd, they have been grossly deceived, and if they knew him they would not entertain such an idea for a moment.

Very respectfully, you obedient servant,

R. W. LATHAM.

Hon. JOHN B. HASKIN.

Extract from a letter dated Louiza, Ky., April 21, 1858.

"The colonel and myself have been waiting here for you for ten days; received yours saying you would leave last Wednesday; boat just arrived, and we are disappointed.

* * * * * * * *

"I am now waiting your arrival, and can do nothing until you come."

"J. J. MILLER."

To this communication the following reply was addressed by the chairman:

WASHINGTON, *April* 30, 1858.

SIR: Your letter received. The near approach of the close of the session, and the anxiety of the committee to close their labors, renders it impossible to grant your request that your examination shall be postponed for two weeks. Although sorry to interfere with your private business, we are still under the necessity of requiring you to obey the summons served upon you by the sergeant-at-arms for Monday next.

Very respectfully yours,

JOHN B. HASKIN, *Chairman.*

R. W. LATHAM, Esq.

This reply to Mr. Latham's letter was immediately taken to the War Department by the clerk of the committee, who was informed by Mr. Drinkard, the chief clerk, that Mr. Latham had left town.

Adjourned until to-morrow.

SATURDAY, *May* 1, 1858.

The committee met at 10½ o'clock.

Present: Mr. Florence, Mr. Hall, and Mr. Haskin.

A. H. Mickle and R. Schell appeared before the committee and were examined.

The committee having knowledge that Mr. Latham had left town, it was

Ordered, That the chairman present the facts of the case to the House, and ask that a warrant be issued for the arrest of R. W. Latham.

Adjourned to meet on Friday, May 7.

FRIDAY, *May* 7, 1858.

The committee met at 10 o'clock.

Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

J. D. Williamson appeared before the committee and was examined.

Adjourned to meet on Monday next.

MONDAY, *May* 10, 1858.

The committee met at 10 o'clock.

Present: Mr. Wood, Mr. Florence, Mr. Hall, and Mr. Chairman.

John C. Mather appeared before the committee and was examined.

Adjourned until to-morrow.

TUESDAY, *May* 11, 1858.

The committee met at 10½ o'clock.

Present: Mr. Wood, Mr. Hall, Mr. Florence, and Mr. Chairman.

P. J. Joachimsen appeared before the committee and was examined.

Adjourned until to-morrow.

WEDNESDAY, *May* 12, 1858.

The committee met at 10 o'clock.

Present: All the members.

Richard Schell again appeared before the committee, and his examination was concluded.

THURSDAY, *May* 13, 1858.

The committee met at 10 o'clock.

Present: Mr. Wood, Mr. Florence, Mr. Hall, and Mr. Chairman.

W. R. Drinkard, chief clerk of the War Department, and Hon. Jeremiah S. Black, Attorney General of the United States, appeared before the committee and were examined.

Adjourned until to-morrow.

FRIDAY, *May* 14, 1858.

The committee met at 10½ o'clock.

Present: Mr. Wood, Mr. Hall, and Mr. Chairman.

R. H. Gillett, late Assistant United States Attorney General, appeared before the committee and was examined.

Adjourned until to-morrow.

SATURDAY, *May* 15, 1858.

The committee met at 10½ o'clock.

Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

The Chairman laid before the committee the following communication:

WASHINGTON, *May* 15, 1858.

SIR: I arrived here yesterday morning, and, not being acquainted with the rules and usages in such cases, I reported myself to the Speaker, instead of the committee. I heard nothing in regard to a warrant being out for me until I reached the Relay House, on my way here, to comply with my promise, as stated in my letter to you of the 28th ultimo. I now inform you that I will, at any time, appear before your committee, and will be obliged to you to examine me to-day, if possible, as I am anxious to get to New York by Tuesday morning next, at furthest, and if you can't examine me to-day, please don't postpone it longer than Monday.

I wish you would do me the justice to have the proceedings in the House stopped against me.

Please excuse this note in pencil, as I wish it sent to you early this morning, and I have not time to get where I can get ink.

Your obedient servant,

R. W. LATHAM.

Hon. J. B. HASKIN.

On motion of Mr. Florence,

Resolved, That the Chairman be requested to ask the discharge of Mr. R. W. Latham from the custody of the sergeant-at-arms, and that he be directed to appear before the committee on Monday next, at 10 o'clock.

No witness appearing, the committee then adjourned until Monday.

MONDAY, *May* 17, 1858.

The committee met at 10 o'clock.

Present: Mr. Wood, Mr. Hall, and Mr. Chairman.

Mr. John W. Lawrence appeared before the committee and was examined. Mr. R. W. Latham also appeared and was partially examined.

Adjourned until to-morrow.

TUESDAY, *May* 18, 1858.

The committee met at 10 o'clock. Present: Mr. Hall and Mr. Chairman, and witness, R. W. Latham.

After waiting some time for a quorum, the clerk of the committee was directed to notify the members of the committee to attend a meeting to-morrow at 10 o'clock.

Adjourned until to-morrow.

WEDNESDAY, *May* 19, 1858.

The committee met at 10 o'clock. Present: All the members.

Mr. R. W. Latham's examination was concluded. Mr. Latham read over and submitted several written corrections to his testimony given on the 17th of May, which were ordered to be appended thereto.

On motion of Mr. Wood,

Resolved, That the Chairman be directed to ask the authority of the House for the committee, or any two of its members, to proceed to New York, view the property at Wilkins' Point purchased by the government, and take the testimony of witnesses.

Adjourned until to-morrow.

THURSDAY, *May* 20, 1858.

The committee met at 10½ o'clock. Present: Mr. Hopkins, Mr. Wood, Mr. Florence, and Mr. Chairman.

Howell Cobb, Secretary of the Treasury, appeared before the committee and was examined.

Adjourned until to-morrow.

FRIDAY, *May* 21, 1858.

The committee met at 10½ o'clock. Present: Mr. Wood, Mr. Florence, and Mr. Haskin.

E. Crosswell appeared before the committee and was examined.

Adjourned to meet at call of the Chairman.

TUESDAY, *May* 25, 1858.

The Committee met at 10½ o'clock. Present: Mr. Chairman.

Three witnesses presented themselves. After waiting until the hour for the meeting of the House and no quorum having appeared, the clerk was directed to notify the absent members that a meeting would be held to-morrow at 10 o'clock, and the committee then adjourned.

WEDNESDAY, *May* 26, 1858.

The committee met at 10 o'clock. Present: All the members.

No witnesses having appeared, the committee adjourned until to-morrow.

THURSDAY, *May* 27, 1858.

The committee met at 10½ o'clock. Present: Mr. Chairman, Mr. Wood, and Mr. Florence.

Ed. A. Lawrence, H. H. Hover, and Wm. Weeks, appeared before the committee and were examined.

Adjourned until to-morrow.

FRIDAY, *May* 28, 1858.

The committee met at half past 10 o'clock a. m.

Present: Mr. Wood, Mr. Florence, and Mr. Chairman.

Three witnesses, G. Frings, John Cryder, and Henry Grinnell, appeared before the committee.

G. Frings was examined.

On motion of Mr. Chairman, the committee then adjourned to meet at Mr. Hall's room, Willards' hotel, at 6 o'clock p. m., to examine the two remaining witnesses.

6 O'CLOCK P. M.

The committee met pursuant to adjournment at Mr. Hall's room, Willards' hotel.

Present: Mr. Wood, Mr. Hall, and Mr. Chairman.

Mr. Cryder and Mr. Grinnell, the witnesses, also appeared.

The Chairman laid before the committee the following note:

HOUSE OF REPRESENTATIVES, *May* 28, 1858.

SIR: The House is still in session at 6 o'clock p. m., and we do not feel at liberty to meet the select committee without its leave.

Very respectfully, yours,

G. W. HOPKINS.
THOMAS B. FLORENCE.

Hon. JOHN B. HASKIN, *Chairman, &c.*

At the conclusion of the reading of the note Mr. Hopkins and Mr. Florence presented themselves, and stated that the House was still in session, that business of importance was being transacted, and that their presence was necessary; they therefore asked the committee to postpone the examination of the witnesses until the next morning, when they could be present.

The Chairman said that he was anxious to close the evidence, and that the examination of the two remaining witnesses would not occupy fifteen minutes. He hoped, as there was a full committee present, that no objection would be made to proceeding.

Mr. Hopkins and Mr. Florence both objected to the committee proceeding while the House was in session, without its consent.

Thereupon the committee adjourned to meet at the same place to-morrow.

SATURDAY, *May* 29, 1858.

The committee met at 10 o'clock a. m., at Mr. Hall's room, Willards' hotel.

Present: Mr. Hopkins, Mr. Wood, Mr. Florence, Mr. Hall, and Mr. Chairman.

John Cryder and Henry Grinnell appeared, and were examined.

James B. Sheridan, clerk of the committee, made a statement under oath.

Mr. Chairman offered the following resolution:

Resolved, That the testimony before the Wilkins' Point investigating committee be, and the same is hereby, closed; and that the committee now adjourn to meet at this place on Monday next, May 31, 1858, at 9 o'clock a. m., for the purpose of hearing said testimony read, and to report thereon with all convenient speed.

Mr. Florence stated that he desired to examine Hon. John A. Searing and Captain H. G. Wright before the testimony closed.

Mr. Chairman said that he was willing to give the gentleman from Pennsylvania an opportunity of examining the witnesses he named, provided they were called and examined that day. The session was rapidly drawing to a close and he was fearful, there having already been so much delay in the case, that Congress would adjourn before the committee submitted any report. He would modify his resolution so as to provide for the examination of these witnesses if the committee would agree to meet in one of the ante-rooms of the hall of the House, at 3 o'clock p. m., and take their testimony.

This proposition being agreed to, Mr. Chairman so modified his resolution as to provide that upon the examination of Captain H. G. Wright and Hon. John A. Searing, at 3 o'clock p. m., the testimony should close, in which form the resolution passed.

Adjourned.

3 O'CLOCK P. M.

The committee met pursuant to adjournment, in the ante-room of the hall adjoining the office of the sergeant-at-arms.

Present: Mr. Hopkins, Mr. Wood, Mr. Florence, and Mr. Chairman.

Captain H. G. Wright and Hon. John A. Searing appeared before the committee and were examined, and the testimony thereupon closed.

Adjourned until Monday.

MONDAY, *May* 31, 1858.

The committee met at 10 o'clock at Mr. Hall's room, Willards' Hotel.

Present: Mr. Florence, Mr. Hall, and Mr. Chairman.

Mr. Chairman stated that his report was prepared and he wished to have the sense of the committee upon it.

Mr. Hall thought there ought to be a full committee present when the views of individual members were expressed in relation to the

report to be submitted to the House, and he therefore moved that the committee adjourn until 7½ o'clock p. m., and that the clerk notify members that the committee would take action upon the report at that hour.

The motion was agreed to, and the committee adjourned.

7½ O'CLOCK P. M.

The committee met pursuant to adjournment at Mr. Hall's room, Willards' hotel. Present: Mr. Wood, Mr. Hall, and Mr. Chairman.

Mr. Chairman again proposed to submit his report and take the action of the committee upon it.

Mr. Hall was still of opinion that action ought not to be had upon the report until there was a full attendance of the members of the committee, and he moved that the committee adjourn until to-morrow, at 10 o'clock a. m., and that the clerk be directed to notify the absent members that at that hour the report of the Chairman would certainly be read and action had upon it.

The motion was agreed to, and the committee adjourned.

TUESDAY, *June* 1, 1858.

The committee met at 10 o'clock at Mr. Hall's room, Willards' Hotel.

Present: All the members.

The Chairman read his report, accompanied by the resolutions.

On the question, "Shall the report be adopted?" the vote was—

Yeas—Mr. Chairman.

Nays—Mr. Hopkins, Mr. Wood, Mr. Florence, and Mr. Hall.

The question on the adoption of the resolutions accompanying the report was postponed, the remaining members of the committee desiring to express their views on the case.

Mr. Florence submitted the following letter from Augustus Schell:

WASHINGTON, *May* 29, 1858.

GENTLEMEN: I have been permitted the perusal of a communication, bearing date May 25, 1858, addressed by the Hon. John B. Haskin, as Chairman of the House investigating committee, of which you are severally members, a copy of which communication I take the liberty to enclose.

This communication purports to have been addressed by your committee to the Hon. C. C. Clay, jr., Chairman on Commerce United States Senate, and was undoubtedly designed to influence the question of my confirmation as collector of the port of New York, now pending before that body.

Although I was not a party to the proceedings before your committee, and have not been favored with a perusal of the testimony, which you have seen fit to take, I nevertheless feel at liberty to say, without any undue criticism or offence, that the communication addressed by your Chairman to Mr. Clay is manifestly a partial and imperfect statement of the whole case before you, and embodies con

clusions as to the facts which, so far as I am concerned, are altogether unwarrantable.

Impressed, as you must be, by the circumstance that the investigation before your committee, so far as it has involved my personal conduct and character, was wholly *ex parte*, that it was neither conducted nor controlled by any persons who felt themselves charged with the elucidation of facts tending to my exoneration, you will readily perceive that very great injustice may be done to me by the mode by which the conclusions at which your committee may have arrived have been presented to the Senate committee.

I feel at liberty to add that your honorable chairman has, for a long period, sustained towards myself relations other than those of personal kindness and confidence, and I feel aggrieved lest the statements which have been by him, as chairman of your committee, communicated to the Senate committee have been, perhaps, without design, subject to the bias of personal or party prejudice.

My object in addressing you this letter is to call your attention to the matter of the communication referred to, and to inquire whether it was made in the manner and form which it has assumed by the authority of your committee or the majority thereof, and to further inquire whether, in your judgment, the facts and circumstances developed before you by reliable testimony subject my personal conduct and official character to the serious imputations which seem to be insinuated rather than charged in the communication of your chairman.

If not, and as I am not without apprehension the communication in question has not officially emanated from you, I submit it to your sense of propriety and justice to take such measures for my own vindication and that of your committee (should such be deemed necessary) as you may consider essential to the proper discharge of the important public duty devolved upon you.

If any explanation of the cause of my having thus addressed you is deemed appropriate, I will remind you of the fact that my confirmation by the Senate to the office of collector of the port of New York is sought by personal enemies to be defeated by means of the developments before your committee, and I am not satisfied that your committee have determined that such purpose may rightfully be facilitated by the measure which has been resorted to and by the manner of the communication of which I complain.

I have the honor to remain, with great respect, your very obedient servant,

AUGUSTUS SCHELL.

Hon. Messrs. FLORENCE, WOOD, HOPKINS, and HALL,
Committee, &c.

The communication alluded to, and enclosed by Mr. Schell, reads as follows:

HOUSE OF REPRESENTATIVES,
Washington, May 25, 1858.

DEAR SIR: Upon my return from New York this morning I found upon my desk your note, dated Senate Chamber, May 24, 1858, to the following effect: "If you have any evidence to show A. Schell unworthy of the confidence of the Senate as collector of the customs at New York, I wish, in justice to the Senate and the country, you would send it to me, or some other senator. It will be returned if requested." I presume the evidence to which you allude is the evidence given before the Wilkins' Point investigating committee, of which I am the chairman, and I have the honor to communicate to you the following:

On the 13th of April, 1857, the Secretary of War addressed A. Schell a letter on the subject of the Wilkins' Point property, which the evidence affords me reason to believe was obtained here and taken to him by John C. Mather in company with Prosper M. Wetmore. The object of the Secretary of War will be seen from the following extracts from his letter:

"A negotiation has been pending for some time between the United States authorities and some parties in New York, for the purchase of a site for the proposed fort at the Narrows, opposite Fort Schuyler. I send you herewith a map indicating the precise locality, which, I presume, from your residence in New York, you are familiar with.

"The purchase has been under discussion in the cabinet on several occasions, and the opinion seems to prevail, which is mine, that the price asked for the land is exorbitant. * * *

"The object of this communication is to request that you will proceed at once to ascertain, as far as practicable, and by such means as you can fully rely upon, the fair value of this land. I desire you to communicate with Mr. Isaac V. Fowler, and get his estimate likewise. * * * * * * *

"I should be glad if you would fortify the opinion of yourself and Mr. Fowler by those of such real estate agents as deserve the confidence of the community there from their standing and intelligence. * * * * * * *

"My object you will see at once is to procure such information as will enable the government to pay a fair price for the property, and to protect it against extortion. I enjoin it upon you, therefore, to proceed with that sort of caution and secresy which will enable you to avoid being imposed upon by any combination."

Acting upon the request contained in this letter, Mr. A. Schell and Mr. Fowler (the latter by the request and appointment of the former) went down to Wilkins' Point to view the property; but, instead of proceeding with caution and secresy, Mr. Prosper M. Wetmore, who was nearly every day in Mr. A. Schell's office, according to his own testimony, learned that it would be agreeable to Mr. Schell to have his company, and he accordingly, with George Irving, met him at Flushing and accompanied him to the property.

Fowler testifies that he thought Wissmann, who lived on the property, was the owner of it, and did not know that George Irving or Prosper M. Wetmore had anything to do with it; and that his opinion

as to the value of the property was governed entirely by the statements and representations of A. Schell, Prosper M. Wetmore, George Irving, and Andrew H. Mickle.

After viewing the property, Mr. Schell and Mr. Fowler returned to New York, in company with Prosper M. Wetmore.

The evidence shows that Prosper M. Wetmore was the master-spirit in forming the combination which purchased this property from the original owner, and afterwards sold it at a most exorbitant and unjust price to the government.

The evidence shows that A. Schell permitted Prosper M. Wetmore to write such a letter as he desired in reference to the value of the property, and to get it signed by the real estate agents in New York, and that Schell forwarded it to Washington, in compliance with the request of the Secretary of War.

The evidence shows that a majority of the real estate brokers who signed that letter of valuation at the request of Wetmore had not examined the property, and signed it because they were paid $50 apiece as a fee for their signatures.

The evidence shows that A. Schell called on Anthony J. Bleecker, the largest and most reliable real estate broker in New York, and asked him whether he had signed that letter, and that Bleecker told him no, he had not, and would not; that he had told Wetmore when he presented it to him that he could not sign it, because he knew the property was not worth near half the sum at which it was then valued.

The evidence shows that A. Schell called on A. H. Mickle, and requested him to sign a letter estimating the property as worth $1,500 or $2,000 an acre, and that Mickle absolutely refused to sign the letter. He testifies that it was not worth half that sum, but signed a letter which Fowler testifies he thinks Schell wrote. Speaking in general terms of the beautiful location of the property, and its adaptability for gentlemen's country seats, Mr. Mickle testifies that, in his opinion, $100,000 would be a high price to pay for the property for speculative purposes.

It does not appear from the evidence that A. Schell took the opinion of any other experts than Mr. Bleecker, Mr. Mickle, and Mr. John Cryder, who owned a more valuable farm of 75 acres in the vicinity of Wilkins' Point, known as "Cryder's Point," which was well adapted for the fortification, and which, with much more valuable improvements upon it, he was willing to sell to government for $80,000. A. Schell seems to have relied almost altogether upon the certificate of three or four real estate brokers which Prosper M. Wetmore procured.

Henry Grinnell, at the request of A. Schell, wrote to him, under date of 24th April, "that he had deferred replying to his inquiries as to the value of the land at Willett's Point and the neighborhood, expecting to see some persons who were more competent than himself, and obtain their opinion, but that he had not been so fortunate as to meet them. Grinnell, in his letter to Schell, says: "I own about 10 acres on White Stone Point, which I value at $30,000; whether it would bring that sum I cannot say. I do not think my evidence

should have much weight. I regret that I cannot give you evidence that would be more satisfactory."

A. Schell, in his reply to the Secretary of War, under date of April 24, 1857, says:

"SIR: In obedience to your request, as contained in your letter of 13th April instant, we have made inquiries as to the value of the property known as Willett's Point, opposite Fort Schuyler.

"The property is situated on the East river, at a convenient distance from New York, being one hour by boat or railroad, and is decidedly the most eligible and desirable position for the erection of summer residences, for which purpose the property in the immediate vicinity has been used by many of the leading and wealthy merchants, and the land fronting on the water in that vicinity is held by the owners at from $1,000 to $3,000 per acre. We have made inquiries of persons living in the vicinity, and have also procured a statement from several auctioneers in the city who are acquainted with the property, and all concur in estimating it to be of great value. A certificate, signed by some of the persons inquired of, is herewith transmitted.

"We also transmit a letter from Mr. Henry Grinnell, who owns a point of land in the immediate vicinity of Willett's Point, which he values at $3,000, and which, in the opinion of Mr. Mickle, (whose letter we also send,) also a land-holder in the neighborhood, is not of greater value than that in question.

"An additional value is given to this land from a recent act of the legislature, said to have been passed, giving the owners the right to land under water to the distance of four hundred feet from low water mark.

"Relying upon the statement made in answer to our inquiries, and also from a personal inspection of the property, we think that if the quantity of land is as represented, the sum of two hundred thousand dollars for the same cannot be considered an exorbitant price.

"With great respect, we remain your obedient servants,

"AUGUSTUS SCHELL,
"ISAAC V. FOWLER."

The evidence shows that this property had been in the market for sale for years previous to its purchase by the government, and that frequent efforts had been made to sell the whole, or part of it, at $500 per acre.

J. D. Williamson, who surveyed it in January, 1856, and divided it into villa plots, then received an order to sell it, and the agreement was that if he could get $55,000 for the whole plot (over forty acres more than the government have purchased) he was to be paid a commission of five per cent. on it, and that if he got more he was to receive half of all he got over $55,000, with his five per cent. commission besides.

Grahams Polley, a wealthy merchant of Williamsburgh, New York, testified that Wissman called on him several times in July, 1856, and urged the sale of it, and that he could have purchased the whole property then for $45,000.

Williamson testified that he made very little effort to sell the property, because the price asked, in his opinion, was so exorbitant that no one would touch it.

Henry Day purchased a portion of the property, on the 19th of November, 1856, from Wissmann, for the purpose of erecting a villa upon it. He had the privilege of selecting his site, and paid from four hundred to five hundred dollars an acre for it.

Hon. John W. Lawrence, late a member of Congress, was authorized by Wissmann, the original owner, up to the time he sold to George Irving, in April, 1857, to sell the whole property to the government for $100,000, which fact the Engineer Bureau was duly informed of.

Cryder, who owns the point adjoining Wilkins', when approached by A. Schell on the subject, offered to sell his property, which was a great deal more improved than Wilkins' Point, for $1,100 an acre, improvements included. This appears from A. Schell's testimony.

By far the largest number of witnesses who were examined as to the value of the property at Wilkins' Point agreed in placing the value at about $500 an acre, and none except those who were in some way connected with the combination which sold to the government estimated it at over $1,000 an acre.

In regard to the health of Wilkins' Point, Colonel Smith, who has charge of the fortifications now being erected there, testified that additional buildings had to be erected at Fort Schuyler to accommodate the men who were taken sick with fever and ague while at work at Wilkins' Point, and others testified that a large part of the property was low land and marsh, and that there was a great deal of fever and ague there

In relation to the act of the New York legislature giving additional value to the property by extending the right of owners to land under water to the distance of four hundred feet from low water mark, to which A. Schell, in his reply to the Secretary of War, alludes, the right was only given to the United States by an act of the legislature of the State of New York, passed the 15th of April, 1857, to such land as the government might purchase or condemn on the island of Long Island, and the former owners of Wilkins' Point never possessed the right, and therefore could not, and did not, sell it to the United States.

A. Schell testified that he did not know his brother Richard was interested in the sale of this property to the government.

From the evidence it appears that Augustus Schell and Richard Schell have for years past lived together.

That A. Schell and Richard Schell were together here in Washington, stopping at the same hotel when Richard was here on business connected with the sale of this property to the government, and that they left together.

That Richard Schell and Prosper M. Wetmore met Isaac V. Fowler on the steps of the custom-house on the day their joint letter in reply to the Secretary of War was sent, and inquired of him whether the letter had been sent—"that it was important it should go that day," and that Augustus Schell gave his brother Richard a letter of introduction to Lieutenant Gillmore, when Richard went on the 9th of July, 1857, to get the draft for $115,000 in part payment for the property, in which he stated that Richard wished to see Gillmore "on business requiring attention that day."

In conclusion, I would state that, in my opinion, the evidence proves,

beyond all doubt, that Prosper M. Wetmore, Richard Schell, and John C. Mather were of the combination to obtain, and that they did obtain the purchase by the government of the property for $200,000, when it was not intrinsically worth over $50,000.

It proves that Richard Schell advanced, from April 15, 1857, to July 9, 1857, $10,000, and in addition, from 3d July to 9th July, 1857, from $18,000 to $20,000, to enable the combination to purchase the property from its owner and occupant, and to enable them to sell and consummate the sale to the government for $200,000. It proves that Augustus Schell certified the property to be worth $200,000 with no evidence before him that fairly warranted his certificate going beyond $100,000. It proves that Richard Schell received the whole of the $115,000 paid by the government on the 9th of July, 1857, and that he has had this amount, less $10,000 or $12,000 paid to George Irving, the nominal seller of the property to the government, and the payment of the incumbrance upon the property when the government purchased, now and ever since it was paid to him by the government, unless he has divided it among those he was combined with, which could not be ascertained, because he destroyed his check books immediately after this investigation was ordered, as appears from his own testimony. It proves that there was a fraudulent combination to extort an unfair, exorbitant, and most unjust price from the government in the sale of this property, and that Augustus Schell, by the unwarranted giving of his certificate, contributed to and enabled the success of the combination in the matter. It proves that Richard Schell, when he knew that the deputy district attorney of the United States for the southern district of New York had the papers connected with the title to this property and was examining them previous to the consummation of the purchase by the government, offered to employ said deputy district attorney as his counsel, and pay him $500 to pass the title at once.

In the deed of George Irving to the government, the property is represented as containing 110 acres, more or less. Since the government has become possessed of it, it has been shown, by actual survey, to contain about 95 acres.

The evidence upon which the foregoing statement is based is voluminous, but can be copied and furnished you in the course of three or four days, if required.

Very respectfully, your obedient servant,

JOHN B. HASKIN, *Chairman, &c.*

Hon. C. C. CLAY, Jr.,
Chairman Committee on Commerce.

The chairman stated that on his return from New York on the 25th of May, he found the following note from Senator Clay awaiting him:

SENATE CHAMBER, *May* 24, 1858.

DEAR SIR: If you have any evidence to show A. Schell unworthy of the confidence of the Senate, as collector of customs at New York,

I wish, in justice to the Senate and the country, you would send it to me or some other senator. It will be returned if requested.

Very respectfully, your obedient servant,

C. C. CLAY, JR.

Hon. J. B. HASKIN.

That in reply to this note he had written the communication commented upon by Mr. Schell, and he was individually responsible for it. He quoted from the communication to show that in it he only expressed his own opinions based upon the evidence taken before the committee. He thought that it was due to the Senate of the United States that they should be placed in possession of the facts of the case, so far as they related to Mr. Augustus Schell, whose confirmation for an important position under the government they had to act upon; and it was his determination, if the committee decided that he had acted improperly in replying to Senator Clay in this communication, to bring the subject before the House and take its sense upon it.

On motion of Mr. Hall,

Ordered, That the clerk of the committee be directed to inform Mr. A. Schell that the committee never authorized the statement referred to in his letter, and that the chairman disclaimed having furnished it as emanating from the committee.

Under this order the clerk addressed the following note to Mr. A. Schell, which was approved by the committee and sent to him:

"WASHINGTON, *June* 1, 1858.

"SIR: Your letter of May 29th, addressed to 'Hon. Messrs. Florence, Wood, Hopkins, and Hall, committee, &c.,' and the statement enclosed, were laid before the committee this morning by Mr. Florence.

"I am directed by the committee to inform you that they never authorized the statement, and that the chairman (Mr. Haskin) disclaims having furnished it to Mr. Clay as a statement emanating from the committee, quoting from it as follows: 'In conclusion I would state that, in my opinion,' &c., to show that it was given on his individual responsibility.

"Respectfully,

"JAMES B. SHERIDAN,
"*Clerk to Committee.*

"Hon. AUGUSTUS SCHELL."

The committee then adjourned until to-morrow morning.

WEDNESDAY, *June* 2, 1858.

The committee met at 10 o'clock in Mr. Hall's room, Willards' Hotel.

Present: All the members.

Hon. John B. Floyd returned to the committee the copy of his testimony which had been furnished him, with several corrections suggested.

It was read over, and the corrections ordered to be made in the original.

Mr. Chairman inquired of the members of the committee whether they had prepared the views they desired to submit to the House on the case.

It appearing that no member was so prepared, the committee adjourned to meet at the same place at 8 o'clock p. m.

EIGHT O'CLOCK P. M.

The committee met pursuant to adjournment.

Present: All the members.

Mr. Hopkins laid before the committee the following letter and enclosure from Hon. J. B. Floyd, Secretary of War:

WAR DEPARTMENT,
Washington, June 2, 1858.

DEAR SIR: I enclose a copy of a letter written by General Totten, chief of the Engineer Bureau, to Major Barnard, the engineer in charge of the works at Willett's Point, with a request to lay it before the committee. Strange to say, I never saw this letter until yesterday, nor did I know of its existence before. It should have been long ago furnished the committee upon their call for papers, and I am wholly unable to account for the omission in the bureau to send it.

You will see from this letter of General Totten to the engineer in charge, Major Barnard, that the proposition to negotiate for the lands at Willett's Point was withheld from me until after Wissmann had sold them to Irving. This letter is dated the 26th of March, in which the general says: "I have no idea that the Secretary of War will authorize an offer to Mr. Wissmann of the sum you mention for the property at Wilkins' Point, and therefore have not submitted it to him;" and the sale from Wissmann to Irving was, I understand, made on the 27th of March. This letter becomes important in showing that I never had an opportunity of purchasing the land from any one but Irving.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. GEORGE W. HOPKINS,
House of Representatives.

Copy of letter referred to in Hon. J. B. Floyd's letter.

"ENGINEER DEPARTMENT,
"*Washington, March* 26, 1857.

"SIR: Your letter of the 24th instant, on the subject of the land required for the site of a fort opposite Fort Schuyler, has been received, with the two tracings of the ground in the vicinity of 'Wilkins' Point,' and the 'old fort.'

"As the prices demanded by the owners of the land are considered exorbitant, I deem it of the utmost importance that you should,

during your personal examination of the locality, confer with persons residing in the neighborhood in reference to the value of similar property around them, with the view of ascertaining whether the prices demanded are considered fair by persons on the spot.

"I have no idea that the Secretary of War will authorize an offer to Mr. Wissmann of the sum you mention for his property at Wilkins' Point, and therefore have not submitted your proposition to him. Should it even prove, after further negotiations and investigations, that the land cannot be procured on better terms than those now offered, it is still very doubtful whether so large a sum should be paid except on the award of a jury. It is therefore the more indispensable that a law should be at once obtained authorizing the condemnation of the land, whether to be resorted to or not.

"Any objection which the legislature may make to granting jurisdiction over such land as the government may purchase for the site can, I think, be easily removed by explaining, *in person*, the reasons for asking it; and you are therefore authorized to visit Albany for this purpose, and to attend to any other matters connected with the subject of jurisdiction and condemnation of the property which may be advanced by your personal attention.

"The sketch of Wilkins' Point, furnished with your letter, and to which you refer for the position and boundaries of Mr. Day's tract, does not afford such information, and is therefore returned, with a request that you will have the tracts, both of Mr. Day and Mr. Wissmann, distinctly marked thereon.

"The letter of Mr. Day to Mr. Van Nostrand is returned herewith, as requested.

"I am, &c.,

"JOS. G. TOTTEN,
"*Brevet Brig. Gen. and Col. of Engineers.*

"Major J. G. BARNARD,
"*Corps of Engineers, New York.*"

"ENGINEER DEPARTMENT, *June* 1, 1858.

"I certify that the above and foregoing is a true copy from the records of this office.

"F. N. BARBOUR, *Chief Clerk.*"

The Chairman said that he had seen the letter before, and he felt confident that it was among the papers furnished the committee by the War Department, near the commencement of their session.

Upon an examination of the papers it was found that a copy of the letter was already in the possession of the committee, certified as follows:

"ENGINEER DEPARTMENT,
"*February* 25, 1858.

"A true copy from the records of this office.

"H. G. WRIGHT,
"*Captain of Engineers, in charge.*"

and prepared for publication in the Appendix, marked E.

Mr. Hopkins, Mr. Wood, Mr. Florence, and Mr. Hall, still being unprepared to submit their views, the committee adjourned until Friday morning at 10 o'clock.

FRIDAY, *June* 4, 1858.

The committee met at 10 o'clock, at Mr. Hall's room, Willards' Hotel.

Present: All the members.

No member being ready to submit his report.

Adjourned until to-morrow.

SATURDAY, *June* 5, 1858.

The committee met at 10 o'clock, at Mr. Hall's room, Willards' Hotel.

Present: All the members.

On motion of Mr. Chairman,

Resolved, That the committee will meet in their committee room at the Capitol, at Monday next, at 9 o'clock a. m., and that the members who desire to report their views to the House shall come prepared to read their statements at that time.

Adjourned until Monday.

MONDAY, *June* 7, 1858.

The committee met at 10 o'clock. Present: All the members.

Mr. Hopkins inquired of the Chairman whether the clerk and stenographer of the committee had yet been sworn?

Mr. Chairman replied that he had.

Mr. Hall asked whether the oath had been administered while the committee was in session?

Mr. Chairman answered that it had not.

Mr. Hall said that it did not then appear upon the journal.

Mr. Hopkins said that he desired to ask Mr. Sheridan several questions, and wished the oath administered to him in the presence of the committee.

James B. Sheridan was accordingly again sworn to perform the duties of stenographer and clerk to the committee, faithfully and truly.

Mr. Hopkins inquired of Mr. Sheridan whether the evidence as printed by the House printer was correctly printed.

Mr. Sheridan stated to the committee that the House printer had furnished them with copies of the testimony before it was corrected, and that the copies in their possession were not correctly printed from the manuscript. The testimony would be revised and corrected before it was finally published.

Mr. Florence inquired of Mr. Sheridan whether he had given the New York Times a copy of the evidence which had appeared in that paper?

Mr. Sheridan replied that he had not; and suggested that perhaps Mr. Omstead, the correspondent of that paper, could furnish the committee with the name of the person who gave it.

Mr. Hall said that he could not.

Mr. Hopkins stated that he had been informed, but not by the public printer, that the manuscript had been changed in many particulars, and he proposed to subpœna the public printer and his foreman to appear before the committee with the original manuscript and the printed copy to show wherein changes had been made. He said that on page 209, in the following paragraph:

"Mr. Chairman. Mr. Horace F. Clark asked me about his evidence, and I told him, as near as I could recollect, everything he swore to. I knew his examination was a satisfactory one, and proved to me that he had nothing to do with the combination which effected the sale of this property to the government."

The words "and proved to me that he had nothing to do with the combination which effected the sale of this property to the government" had been stricken out.

Mr. Chairman stated that this passage had arrested his attention on Friday last, and, as it was a mistake of the stenographer, or had been interpolated at the printing office, he never having expressed himself as he was there reported, he had stricken it out.

Mr. Hopkins inquired of the Chairman whether he had examined the original manuscript furnished the printer by Mr. Sheridan?

Mr. Chairman replied that he had not.

Mr. Hopkins said that the expression was the same in the original manuscript as in the printed copy.

Mr. Sheridan stated that he had made no corrections in the testimony unless they were ordered by the committee, and that he had allowed the members of the committee to make such alterations as they desired in the remarks made by them in the discussions which occurred during the examination of witnesses. He reminded Mr. Hopkins that at his desire he had stricken out a personal explanation made by him.

Mr. Chairman said that he thought it was proper for the members of the committee to correct the report of their remarks if they desired to do so. In this instance he had been misrepresented, and had corrected the report by striking out the expression which he had not used.

On motion of Mr. Hopkins,

Ordered, That the Chairman request the Speaker to issue his summons for C. Wendell and Mr. English to appear before the committee.

Mr. Hopkins then commenced reading his statement, but was compelled to stop by exhaustion before he concluded it.

Mr. Wood and Mr. Hall also read statements, which they proposed presenting to the House, as embodying their views of the case.

Mr. Chairman offered the following preamble and resolution, which were unanimously adopted:

The views of the several members of this committee not agreeing so as to enable their joining in a majority report upon the facts and circumstances referred to them and inquired into by them,

Resolved, That the several members of the committee be, and they are hereby, authorized to report to the House a statement of their views and conclusions upon the subject referred.

The committee then adjourned.

TUESDAY, *June* 8, 1858.

The committee met at 11 o'clock, in the room adjoining the sergeant-at-arms' office.

Present: All the members.

JAMES ENGLISH sworn:

Examined by Mr. Hopkins.

Question. Have you brought up the proof corrected?

Answer. Yes, sir.

The CHAIRMAN. State what I did when I called on Friday to get the evidence.

Answer. You came in about 8 o'clock to get the evidence, and I gave you copies of signatures 12, 13, and 14. About half an hour after you left you came back, and remarked that there was a great blunder in one of them, showing me two lines which you had stricken out on page 209 of the printed matter; that you had never used any such language as that.

The CHAIRMAN. What else occurred?

Answer. Then, as you were going out, I requested you to look over the whole three signatures and make any other corrections you thought proper. You then made some typographical corrections.

Question. Was not correcting Joachimsen's name, which was printed "Joachim" in the proof, one of them?

Answer. Yes, sir.

Question. Was not another correction the insertion of the word "not," in order to make sense in a question which read, "Did you," &c., and which ought to have read, "Did you not," &c.?

Answer. Yes, sir.

Question. And another, the insertion of a naught, so as to make "$20,000," as it was incorrectly printed in the proof, read "$200,000?"

Answer. Yes, sir.

Question. Were not all the corrections I made merely typographical?

Answer. Yes, sir; all, with the exception of the one in which you struck out the two lines.

Question. Did I not make those corrections at your request?

Answer. Yes, sir, except the striking out of the two lines.

Question by Mr. Hopkins. Have you ever made any other alterations or corrections in it?

Answer. None whatever, except such as Mr. Sheridan has ordered in Governor Floyd's testimony, and one or two others.

Mr. HASKIN. I desire to make this statement: The chairman, or any member of the committee, has a perfect right to correct his statements published or to be published. No member of the committee has any right to put words in my mouth. I would have no right to change the evidence of any witness in the case, and have not done it. I struck out these two lines which appeared in my remarks openly and above board, and I did so because I was satisfied that I had never uttered them. Mr. Hopkins has struck out of the report statements

which he made in committee, and it is my opinion that any member of the committee has a right to correct his remarks if they are incorrectly reported. I had no expectation that what was said at that time would be reported; the committee were about adjourning, and I do not see what necessity there was for it at all.

Mr. Wood. In relation to the assertion of the Chairman, that the committee were not in full operation, I will say, that the witness was on the stand, that we were examining him, and that the Chairman asked the question to know whether he had not asked one of the members of the committee for the evidence of a witness who had previously been examined, and the witness replied he did. I then interfered, and made the remarks as printed here. After I got through Mr. Haskin got up and made some remarks, and stated what he had told Mr. Clark, as it is printed here or written in the manuscript. A portion of these remarks made by the Chairman have been stricken out.

Mr. Hopkins. I wish to call the attention of the committee to the following statement on page 39:

"Mr. Hopkins. I wish to make this personal explanation: Governor Floyd's brother-in-law, Mr. Preston, owns an immense property in Washington county, Virginia, worth two or three millions of dollars; a salt property; and these notes may have been discounted for his account. In addition to that, Governor Floyd and his brother have a large coal property and salt property in the new county of McDowell, Kentucky; and if that money had been necessary to their operations there, would it be an uncommon thing for Governor Floyd to apply for a loan to Mr. Schell? Still, if the discounting of these notes can in any way be connected with the purchase by the government of the property at Wilkins' Point, I open the door wide to have it appear; but until it is shown I do not think we treat the Secretary of War right in thus prying into his private matters."

That statement was struck out at my suggestion in Mr. Hall's room. It was, as it purports on its face to be, a personal explanation, which I did not expect to go in. It may be in or out, but I thought it was improperly in, because it was a personal explanation, not relating to the proceedings of the committee. It will be seen that it contains no admission, and nobody in the world can complain of it unless Governor Floyd.

Mr. Wood. It was upon the statement of the Chairman, as contained in his remarks here printed, that I made the following remarks:

"Mr. Wood. That was an additional reason for my supposing that there could be no objection to his having a copy of his evidence. I have heard out of doors, and have seen in the newspapers, what has occurred here in committee; and knowing that I had never imparted such information, I did not think any importance would be attached to giving Mr. Schell a copy of his evidence."

The Chairman. I could not have made the remark, because I told Horace F. Clark that Mr. A. Schell's evidence by itself was entirely satisfactory. I only put a few questions to Augustus Schell. I did

not conceive that he would convict himself of having connexion with this combination. That was far from my thoughts. His evidence was brief, and the only thing in it which squinted towards his having certified beyond a proper amount was the statement he made in it that he called on Mr. Cryder, and was informed by him that he would sell his place for $1,100 an acre. He did not say that Mr. Cryder had also informed him that the Wilkins' Point property was worth to the government between $700 and $800 an acre. But Mr. Cryder so testified upon his examination subsequently; and had I even stated as I am represented in these remarks, Mr. Cryder's subsequent examination must have left a different impression upon my mind. I did not so state, however; and all I did state was that Mr. Schell's examination was perfectly satisfactory.

To represent me here as saying that his evidence proved that he knew nothing of this combination, is to put me in opposition to the actual facts, my own theory and my own mind on the subject. I asked but few questions of Mr. Augustus Schell, expecting him to testify just as he did; but subsequently Mr. Cryder was examined, and he gave a very different coloring to Mr. Schell's statements.

Mr. Hopkins. In relation to my statement, I will let it be in if the committee desire it.

Mr. Florence. I say let it be in.

Mr. Hopkins. Then it can go in, with one or two corrections which I desire to make.

Examined by Mr. Hall:

Question. But ten printed copies of this evidence have been furnished the committee?

Answer. Yes, sir. Some of the signatures were delivered at the printing office, others were sent here to the House, and some were sent up to Willard's hotel.

Question. A portion of the evidence was published in the New York Times three days ago; do you know anything about it?

Answer. No, sir. I know of no living soul having had a copy except the committee.

Question. You never delivered a copy to any person at the office not authorized by the committee to receive it?

Answer. No, sir.

Question by the Chairman. Has Mr. Banks had a copy of it?

Answer. He may have had, but he must have got it from the committee.

Question by Mr. Hall. What members of the committee have come to the office for copies?

Answer. No member except Mr. Haskin. I sent three signatures to Mr. Florence at the request of Mr. Wendell, and that is all that was ever sent out of the office.

Question. How many signatures have been published?

Answer. I do not know.

Question by Mr. Hopkins. When was the evidence all completed?

Answer. On Thursday evening the whole evidence was completed.

The balance of the testimony was brought to the office on Thursday morning, and in about an hour after the appendix was furnished. At noon on Friday it was all in type, and Friday evening I sent a complete copy of the evidence to the Chairman, and also three appendixes.

Question. Why was it not done on Sunday?

Answer. On Saturday evening Mr. Haskin and Mr. Sheridan brought a portion of the copy there, enough to make fifty pages of printed copy, and said that they would deliver the balance on Sunday. I employed a very large force, and on Sunday there was brought enough to make twenty-five pages more, and I was told that I should have the balance by three o'clock. The hands waited until four o'clock, and all quit.

Question. If you had had the copy would you have had it ready?

Answer. Yes, sir; we would have worked all night, and had the proofs on Monday. We would have had it on Monday without difficulty.

Question by Mr. Wood. You say no member came to the office to examine this testimony or get any of it from you, or ask for it in the printed form?

Answer. No, sir; there was no member of the committee except Mr. Haskin; except Judge Hopkins came to me and asked about this correction on Saturday morning.

Question. When Mr. Haskin came and discovered this matter, which he has stricken out in the proof, what observation did he make to you at the time?

Answer. I think he remarked, "This is an awful blunder you have made;" or something of that kind. I do not know whether he said it was Mr. Sheridan or me.

Question by Mr. Haskin. Did I not say that I had never said what I was there reported as having said?

Answer. Yes, sir; something to that amount; that you had not used such language, or something of that kind.

Question by Mr. Wood. Did he say that he had never made that assertion?

Answer. I could not swear positively?

Question by Mr. Haskin. Was not that the impression I left on your mind?

Answer. Yes, sir; it amounted to that. My impression was, that you had not said it; that it was a blunder of the reporter.

Question by Mr. Wood. Did Mr. Haskin say to you, at this time or at any other time, in relation to this matter, that you must not let any of the committee have a copy of the evidence?

Answer. He did not say "any of the committee," but that I should let no living person have a copy of it; that it was confidential.

Question. The whole of the evidence?

Answer. Yes, sir.

Question. You do not mean this part particularly?

Answer. No, sir; the whole of the evidence.

Question by Mr. Haskins. Was not that said when I first called on you?

Answer. Yes, sir.

Question. When I called on you was not Mr. Sheridan always along, except on Friday last?

Answer. Yes, sir, always.

Mr. Chairman. Mr. Sheridan was not in town on that day, and I went direct from the committee to the printing office to see about the evidence and hurry it up.

Witness. Whenever anything of this kind is printed in advance, we always consider it confidential, and no one, except the chairman or the person we receive it from, is known in the matter.

Question by Mr. Wood. You are quite positive that the chairman did not say that you must not let any member of the committee or any other person see this part he struck out?

Answer. He said, as I have stated, that no person but himself must see copies of the evidence.

Question. Did he mention that no member of the committee should have a copy?

Answer. No, sir.

Question. I wish you to recollect, as well as you can, and answer the question I am about to ask. I wish you to recollect what observation Mr. Haskin made when he struck out that portion of his remarks which have been stricken out, in relation to its not coming out in print; that it must not go out to the world; what remark did he make to you?

Answer. As I said before, I think he remarked, "This is a great blunder; I never said such a thing," or something of that kind. That is all I recollect.

Question. Did not he say that its effect would be to injure him very much; that he would be a ruined man?

Answer. Indeed, I do not recollect that. I was very busy and do not recollect such a remark.

Question. Have you ever stated that to any other party?

Answer. I do not think I have, sir.

Question by Mr. Hall. Have you or have you not made that statement?

Answer. I do not recollect ever having made that statement.

Question. Have you or have you not?

Answer. I do not think I have. I could not speak positively, for I spoke to Mr. Wendell on the subject immediately after, and what I told him I do not recollect. It was fresh in my memory then.

Question. This thing must have made a distinct impression on your memory?

Answer. I think it would.

Question. Then you can say whether you have made that statement or not?

Answer. I do not think I have.

Question. I ask you again, did you or did you not?

Answer. I did not.

Question. You swear you did not?

Answer. I would not swear positively, because I might have made the remark at the time and forgot it.

Question. A matter of this kind would not be likely to pass from memory, it is a very remarkable speech to be made; if it was made, it was a very remarkable speech; you would have taken note of it?

Witness. I should think I would.

Mr. Hall, continuing. You must have a recollection of whether you mentioned this to anybody or not, because it is of immense importance. Now, I want you to recollect and answer categorically, yes or no.

Witness. I cannot recollect exactly that he made—I know it was some remark, but whether it was that it would ruin him, or was an awful blunder, I cannot recollect.

Question. Did you ever say to Wendell that Mr. Haskin said in your office that anything in connexion with this would ruin him?

Mr. Haskin. I assert that I never said anything of the kind! Now, if you want to try me, get an order of the House.

Mr. Hall. I did not want—(interrupted by Mr. Hopkins.)

Mr. Hopkins. If in the course of the investigations of a committee any questions arise affecting a member of the committee they report the fact to the House. They have the right to inquire—

Mr. Hall. I do not take it that this is any *trial*.

Mr. Haskin. If the committee want to try me for my conduct in hastening up this affair, I would like to examine some of the members of the committee.

Mr. Wood. We are not examining you.

Mr. Haskin. You are trying to force out of this witness, by your mode of inquiry, a statement which is by inference to injure me, and after he has said that he never made such a statement and after I have denied ever having uttered it.

Mr. Hall to witness. I ask you that question, did you ever say anything resembling that?

Answer. I recollect very well that I made a remark to Mr. Wendell, but what it was just now I cannot recollect. It was something Mr. Haskin said. Mr. Wendell came in immediately after and I showed him this mark, and asked him whether I did right in making the correction, and he said certainly. I thought he had the right to correct. I did then give Mr. Wendell a remark made by Mr. Haskin in connexion with this erasure, but I do not recollect what it was. There were two of us in the room at the time he made it. I paid little attention to it, because I did not imagine anything like this.

Mr. Wood. In relation to the original manuscript?

Witness. I have it all in the office.

Question. Together with the Appendix?

Answer. Yes, sir; letters and all.

Mr. Wood. Before the testimony is closed, I want the original manuscript here. I have understood there have been some alterations, and I would like to see what they are. For instance, similar to that—

The Stenographer. I desire to state that I have permitted no

corrections to be made in the copy furnished by me unless they were ordered by the committee. I further wish to state that the chairman or no other member of the committee has ever desired me to make any corrections in the testimony, and that I have never been approached or an attempt made to influence me in the discharge of my duty on the committee, except by R. W. Latham, who complained to me because I would not show him his evidence until it was written out. Mr. Latham at that time asked me whether I knew Governor Floyd, that he was a man above suspicion, and that if I knew him Governor Floyd would say to me, "Old boy, what can I do for you?" or something of that sort. I have since learned that Mr. Latham wrote to my nearest and best friend, Colonel Forney, complaining of me for I know not what, except doing my duty on this committee, and tried to influence me through him.

The Chairman stated that Mr. Latham had had a conversation with him, in substance or effect similar to that given by the stenographer, in which he said that Governor Floyd would say to him, if he knew him, "What can I do for you, old fellow."

Witness (Mr. English) examined by Mr. Florence.

Question. Did any person get a copy of the evidence from the office without your knowledge?

Answer. No, sir; that was impossible. There were but twelve copies printed, two of which we kept to revise and correct by, and which we have in the office still.

Question. Could that revise have gotten into anybody's hands outside of the office?

Answer. No, sir.

Question. Have you those two copies still in your possession?

Answer. Yes, sir.

Question. And there were no copies except the ten furnished the committee sent out?

Answer. No, sir.

C. Wendell, sworn:

Question by Mr. Hopkins. You knew nothing personally of the changes which have been made?

Answer. Only through Mr. English.

Question by Mr. Wood. You have had no directions from any member of the committee as to any alterations in the evidence?

Answer. I have had no instructions as to any alterations at all, personally.

Question by Mr. Hopkins. You made preparations on Saturday to print this evidence on Sunday?

Answer. Yes, sir.

Question. State why you did not?

Answer. We did not get the entire copy; so I have understood from Mr. English, who made every arrangement to have it done had we had the copy?

Question by Mr. Wood. You are the public printer, or doing the business of the public printer?

Answer. Yes, sir; the business is done at my office.

Question. Mr. English is your foreman?

Answer. Yes, sir; and in my absence he is the head man of the concern.

Question. You have knowledge in regard to the printing of this evidence? You were called upon by the chairman to have it printed as rapidly as possible?

Answer. Yes, sir.

Question. That it was desirable the committee should have a copy at an early day?

Answer. Mr. Florence, Judge Hopkins, and Mr. Haskin wished me specially to crowd it as fast as possible, and I so stated to my foreman, Mr. English.

Question. Did you tell him to print it as fast as possible?

Answer. Yes, sir; by day or night.

Question. Has any conversation taken place between you and your foreman in relation to alterations in some portions of the manuscript handed in?

Mr. Haskin. If that question is put with the intention of affecting me, I desire it to be confined to when I was present. I am not to be affected in that manner, and I object to the witness answering any question of that kind unless I was present at the time.

Mr. Wood. You have nothing to do with the question. I merely asked the witness whether he had any conversation in regard to the manuscript being altered after the first impression was stricken off?

Mr. Haskin. If that question is designed to affect me, it is not evidence unless I was present.

Mr. Hall. It illustrates what Mr. English said, that he had some conversation with Mr. Wendell; it might be corroborative.

Mr. Haskin. I shall raise an objection, if the object of the question is to connect me in any way with this.

Mr. Wood. It may come to that.

Mr. Haskin. It may come to that, because the memory of man is mighty uncertain.

Question by Mr. Wood. Was there any conversation between you and your foreman, Mr. English, relating to the alteration of the manuscript as first handed in?

Answer. Yes, sir.

Question. And after the first impressions were off?

Answer. No, sir, not after the first impressions—the proof-sheets. I can better explain if you will allow me to state the facts. On Saturday, in conversation with Mr. Florence, who was the first gentleman who spoke to me, I said I could print it if desired; and I saw Mr. Haskin and Mr. Sheridan, and, as I understood, they were to give me the copy that afternoon, and I was to have it ready on Monday. It run along until Thursday, before we obtained the entire copy. The proof-sheets were to be examined by Mr Sheridan. Mr. English called my attention to sundry alterations, and I said of course, being

under his direction, you must make them, and he did make them. About this time there was the Secretary of War's statement, which was very much altered, so much so that my attention was called to it, and I said that it had better, in my judgment, be entirely thrown aside and reset. The alterations in his testimony were so extensive that, as a matter of business, I thought it would be better to reset it than alter it. He, however, altered a portion and reset a portion. Then there was another case in which two lines or parts of three lines were altered. I said, of course, you must do it.

Question. Who did he say had altered them?

Answer. I think he said the chairman; at all events we did not look to anybody but the chairman and the stenographer acting under you. We pursued the directions as implicitly as we possibly could, in getting the ten copies as fast as we could. In fact, we complied with all the directions as far as was in our power.

Question. (The lines struck out on page 305 shown witness.) Was your attention called to that?

Answer. Yes, sir, particularly. I remember that.

Question. By Mr. English?

Answer. Yes, sir.

Question. What observation did he make to you, when he called your attention to it, in relation to the alteration?

Answer. I forget the words; the idea was that it was rather queer; but he said he supposed we would have to do it.

Question. What did he say was the remark made by the person who directed it to be stricken out?

Mr. Haskin. Have you called this witness to impeach your other witness, Mr. English? You are evidently examining Mr. Wendell with the purpose of impeaching Mr. English, and I object to the question.

Mr. Hall. You cannot assert that. There has been no attempt to impeach Mr. English. It is perfectly right to ask him if there was a conversation between him and Mr. English in relation to that.

Mr. Wood. Here is an important matter, the alteration of the original manuscript.

Mr. Haskin. It is not an alteration of the original manuscript; it is an alteration of the proof-sheet.

Mr. Wood. It is very important evidence; the original manuscript shows different from the proof.

Mr. Haskin. Let him answer. I want my objection to the question entered.

Witness. I do not remember anything special in relation to it, further than the idea conveyed was that it was queer to have it erased.

Mr. Haskin. This examination has nothing to do with the evidence proper; and if I was desirous of being very technical, I would object, and go to the House to let it dispose of this side issue brought here to divert attention from the real object for which the committee was formed.

Mr. Hall. You have already agreed to the inquiry, and waived all objection.

Mr. Haskin. Yes; but I want it conducted fairly, and not have questions put which carry on their face their answer.

Mr. Hall. That is improper, and I will object to all such questions.

Mr. Wood (to witness.) What did Mr. English state?

Witness. I have answered it as far as I could; there was nothing special.

Question. Did Mr. English state——

Mr. Haskin. I object to the question being put so as to convey the answer to the witness.

Question. Did he not state——

Mr. Haskin. I object to that form of the question. You have no right to give the witness the answer to the question.

Mr. Hopkins. According to the practice in courts of law in our State, the question in this form is competent, "Did he?" or "Did he not?" That does not suggest any answer.

Mr. Haskin. You may put the question; I only wish it understood that you are doing this without the order of the House.

Mr. Wood (to witness.) Did he, or did he not, state to you that Mr. Haskin stated to him that if this was allowed to go out to the world it would injure him very much, and that it must not be allowed to go out?

Witness. No, sir, I do not remember such a statement—never.

Examined by the Chairman.

Question. You are not the public printer?

Answer. No, sir.

Question. Who is?

Answer. Mr. Steedman was elected by the House. I am *de facto*.

Question. Is Mr. Banks interested in it?

Answer. He has informed me that he is.

Question. Has he not spoken to you in relation to this evidence?

Answer. Yes, sir, he has. He has endeavored to obtain a copy of it.

Question. Has Mr. Latham spoken to you in relation to it?

Answer. No, sir, I do not remember that he has. I am satisfied that he has not, because our relations are such that he would not.

Question. Has Governor Floyd spoken to you about the evidence?

Answer. Not that I am aware of.

Question. Has Mr. A. Schell?

Answer. He has, and asked me when it would be done.

Question. Did any one else speak to you about it?

Answer. Mr. Crosswell asked me when it would be done.

Question. Did he desire to obtain a copy?

Answer. Yes, sir, and Schell too.

Question. Who, beside these gentlemen, spoke to you about it?

Answer. Mr. Schell, Mr. Crosswell and Mr. Banks spoke to me about it.

Question by Mr. Hopkins. None of them got copies?

Answer. No, sir. They asked me when it would be done, and whether they could have access to it; but the members of the committee will bear me out, that I refused to give even the members of the committee a copy, except the chairman.

Examined by Mr. Florence.

Question. Do you know anything about the publication of this evidence in the New York Times?

Answer. No, sir.

Question. Did you see the publication?

Answer. No, sir.

Question. You do not know how many signatures of it were published in that paper?

Answer. No, sir, I do not, indeed. It must have been published from one of the copies sent by us to the committee, because no others came out, to my knowledge.

JAMES ENGLISH again appeared before the committee with the original manuscript.

Upon an examination of the manuscript, it was found that the affidavit of Wm. S. Alley had been made to read in the line "William S. Alley, of the city of New York, being duly sworn, says: That in or about the month of March 1857," (see page 320 testimony,) by erasing a figure and substituting a figure "7" in the date "1857."

Mr. Hopkins stated that some figure had evidently been erased, and the figure "7" inserted.

Mr. Haskin stated that he had not made any alteration in the manuscript, nor had he noticed the erasure before; that he had received the affidavit enclosed in a letter from Wm. S. Alley, who had been subpœnaed to appear before the committee, and had written and sent this affidavit, asking to be excused from personal attendance, as his health would not permit his coming to Washington. He had laid the letter and affidavit before the committee, and they had ordered the affidavit to be appended to the testimony.

The stenographer stated that he had charge of the affidavit from the time it was received by the chairman until it was laid before the committee, and that after the committee had ordered it to be appended to the testimony, he again took charge of it, and it was in his hands until he gave it to the printer; that he did not make the erasure in it, nor did any one else whilst he had charge of it, and that he never noticed the erasure before.

Question by Mr. Hopkins to Mr. English. Do you know how this erasure and alteration was made?

Mr. English. There was no erasure or alteration made in the manuscript after it came into the hands of the printer from the stenographer.

Question by Mr. Florence. Did you examine the affidavit of Mr. Alley?

Answer by Mr. English. No, sir, I did not.

Question. Do you know anything of the alteration?

Answer. No, sir, I do not. It was not made in the office. The

copy was not examined by any one except a gentleman during my absence.

Question by the Chairman. Did that gentleman wear spectacles?

Answer. Yes, sir ; I was told he did.

Question. Who was with him?

Answer. I do not know that any one was with him.

The Chairman. That must have been Augustus Schell.

Mr. Hopkins laid the following before the committee, which he stated Senator Clay had received from New York, who told him that he did not know who sent it to him, but that he had received it from New York, and it had been addressed to him as the Chairman of the Committee on Commerce :

STATE OF NEW YORK, }
City and County of New York. }

William S. Alley, of the city of New York, being duly sworn, says: That in or about the month of March, 1856, he met in the city of New York Frederick Wissmann, who offered to sell deponent land for a country residence on Willett's Point, on Long Island, New York; that, after some negotiation, deponent, at the same interview, contracted with said Wissmann to purchase, and he agreed with deponent to sell him twenty acres of land, parcel of about two hundred acres on said Willett's Point, at and for the price of five hundred dollars per acre ; deponent to have the privilege of selecting and locating said twenty acres from and on any part of said two hundred acres, except one parcel of about fifteen acres, upon which buildings had been erected, which was reserved. Said Wissmann then exhibited to deponent what was represented to be a map of the said two hundred acres of land or thereabouts, laid out into lost or parcels of different sizes; and deponent and Wissmann then made and exchanged said notes or contracts expressing the terms of their agreement. That, up to the time of said interview, deponent had never been upon or examined the said premises. That, soon after making said agreement with Wissmann, deponent went upon and examined the said premises and then saw that, with the exception of the parcel upon which the said buildings were erected, the whole of said premises was uncultivated and unimproved, and not such premises as deponent desired to purchase for the purpose of improvement and residence. That, within a short time (say about two weeks) after the making of said agreement, deponent again met said Wissmann in the city of New York, and he (Wissmann) then stated to deponent that he had an opportunity to dispose of the whole of said parcel of two hundred acres together, and he would be glad if deponent would surrender or cancel his said contract. And thereupon deponent and said Wissmann (without consideration to either) each surrendered to the other and cancelled the said sale, notes, or contracts, which had been made between them as above mentioned; and that very soon afterwards (say within a week) deponent was told by a third party that Wissmann had sold said parcel of two hundred acres to the general government at a great price,

and that deponent might have made a large sum of money (say $25,000) by holding on to his said purchase.

WM. S. ALLEY.

Subscribed and sworn before me, this 20th May, 1858.

A. D. W. BALDWIN,
Notary Public, 38 *Wall street, New York.*

Mr. Wood to Mr. Hopkins. Did you ask him whether that came with the anonymous letter?

Mr. Hopkins. Yes, sir; and he said that it did not; that it came under a separate cover.

JAMES B. SHERIDAN, stenographer of the committee, examined.

Question by the Chairman. When did you return to Washington?

Answer. On Sunday morning.

Question. State what I said to you on your return in relation to this statement on page 305, which I struck out?

Answer. You stated that during my absence, on Friday or Saturday, you had gone over to the printing office to hurry them up, and happening to pick up a piece of the evidence, that this statement had caught your eye; that you had never made it, and was astonished to see it there, and did not believe that I had ever written it, but thought that it had been interpolated by some one at the office. I examined it, and said that I did not remember of your ever having said it, or my having written it, but that I remember your saying at that time that you were perfectly satisfied with Mr. Augustus Schell's examination.

Question. State what your habit has been in writing out any remarks made by me?

Answer. You desired me, in writing out your remarks, to make them read smoothly, and I have frequently remodelled sentences and corrected what you have said, with more freedom than I otherwise would have done.

Question by Mr. Hopkins. Have you made a correct report of the proceedings of the committee?

Answer. I have, to the best of my ability. In writing out the remarks of the chairman, I did not confine myself so closely to my notes as in writing out other parts of the proceedings, and, therefore, I am afraid that, in this instance, I may have represented him as saying more than he really did.

Question. Under that direction of the chairman, have you reported it as part of the proceedings of the committee?

Answer. I wrote it out, and I suppose I did it from my notes, in the manner I have stated.

Question by the Chairman. Did you ever submit it to me, or did I ever see it?

Answer. No, sir.

Question by Mr. Hopkins. Are you sure that Mr. Wood's remarks are reported correctly?

Answer. To the best of my belief, they are reported correctly.

Question. The reports of the remarks of Mr. Florence and Mr. Wood are correct transcripts from your phonographic notes?

Answer. Yes, sir; it is my belief that they are.

Question. Are you more sure of the correctness of the reports of the remarks of those two gentlemen than of your report of the remarks of Mr. Haskin?

Answer. Yes, sir.

Question. For what reason?

Answer. For the reason I have stated.

Question by Mr. Hall. Are you Mr. Haskin's clerk or secretary?

Answer. No, sir.

Question by Mr. Hopkins. Did the chairman ever authorize you to change the sense of what he said?

Answer. No, sir.

Question by Mr. Hall. Did you not know, from conversations with him, or remarks you have been accustomed to hear him make, that his theory or idea was different from his remarks as printed here?

Answer. Yes, sir; entirely different.

Question by the Chairman. Was it not after the statement was given to the Senate that my report was prepared, and did I not come to my conclusions from reading the evidence of Mr. Cryder, which was given subsequently, and comparing other evidence bearing upon Mr. Schell?

Answer. You wrote your report after the statement was given.

Question by Mr. Hopkins. You are asked by Mr. Hall why, with your knowledge of Mr. Haskins' theory in relation to Mr. Schell, you by your report put into the chairman's mouth language that he has never used. You have not answered that question; will you do so now?

Answer. Nor can I answer it.

Question. Did you report Mr. Haskin from your notes?

Answer. Yes, sir,

Question. Did you report the language of Mr. Haskin from your stenographic notes, and is it consistent with your stenographic notes as taken down at the time?

Answer. If I had my notes here I could tell, but they have been mislaid, and I have been trying to find them, but cannot. In moving, a day or two ago, the things got all mixed up, and I cannot find them.

Question. Do you believe this to be a faithful report of what he said?

Answer. I believe it to be a true statement, under the qualifications I have before stated.

Question by the Chairman. During the time you have been the stenographer of this committee, have I ever asked you to give any coloring to the testimony contrary to the statements of witnesses?

Answer. No, sir, never.

Two communications—one over the signature of J. B. Haskin and the other without signature—were submitted by Mr. Hopkins, and the following questions were propounded to the witness:

Question. Are those in your handwriting?

Answer. They are.

Question. By whose direction did you write them?

Answer. By the direction of the chairman.

Mr. Haskin stated that the unsigned communication was written by request of a senator, and handed by him to the Hon. Mr. Sickles by his request.

Mr. Hopkins. Now, we are to report our proceedings to the House, and the question arises as to this disputed paragraph,

Mr. Haskin. I make this proposition, which no member of any committee can, with propriety gainsay, that no member of the committee has the right to put into my mouth a statement which, before the testimony is published, I see fit to correct. So far as this correction is concerned, it was made by me openly and above board. I proclaimed at the time that I had made no such statement, and I insist that no member has the right now to put it into my mouth. If the remark was made—and how it could have been made I cannot imagine, as it was directly in opposition to my theory of the conduct of Augustus Schell in this transaction—it must have been made sarcastically or ironically. However, even if I said what I am there represented as saying, I do not commit myself, because some of the strongest evidence against Mr. Schell has been taken since that time. Various members of the committee have exercised their discretion in keeping in or striking out remarks made by them during the progress of this investigation. Mr. Hopkins struck out of the report a whole personal statement made by himself. I did not object then, nor do I now; but I claim the same privilege exercised by other members, and extended to the witnesses, several of whom have revised and corrected their testimony as given before this committee. Governor Floyd made several very material changes in his statements, as reported by the stenographer; and Mr. Latham, Prosper M. Wetmore, and George Irving, also made changes. I wish to be right upon the record in this matter, and I cannot be right if this statement is allowed to remain here, in opposition to my whole theory of the case and my opinions in relation to Mr. Augustus Schell's connexion with the transaction, which are expressed in my communication to Senator Clay. This is my statement. It is for the committee to decide whether or not I am to be misrepresented upon the record of our proceedings, and I wish them to remember that their action in this matter goes upon the record.

Mr. Wood. The chairman seems to think that a member of the committee desires to put words in his mouth. Now, I suppose that applies to me. In all that I have said I have disclaimed that often, and there is no evidence which goes to show that I tried to do it. I merely followed the record as made by the stenographer, our clerk. I have followed it so far as the remarks I have made, and in regard to the remarks made by the chairman. I have, at different times, objected to having remarks or any portion of the evidence stricken out. In one case, when Mr. Florence proposed to strike out portions of a debate or discussion of the committee, I objected to it, and I did

so because I thought that this, in connexion with the evidence, would enable the public to judge as to how our business was conducted, and the evidence elicited, and the remarks made by different parties. I think the chairman should alter that, in regard to any one desiring to put evidence in his mouth.

Mr. Haskin. I assert that I could not have made any such statement, because it does not agree with my deliberate judgment, my understanding, or theory of the case. I say that I believe this whole question about my altering the record has been gotten up by Mr. Augustus Schell and his friends for the purpose of diverting public attention from their connexion with this transaction, this swindling operation. It is like the cry of "stop thief!" from the pickpocket, or the cry of "fire!" from the incendiary.

Mr. Wood. I have only reference to what the record shows.

Mr. Haskin. You must understand that the record is never complete until it is correct. It was not considered so in the case of Gov. Floyd, Mr. Latham, or Prosper M. Wetmore, who were allowed to make material alterations in their testimony. We have given the privilege, which I never heard refused, to witnesses to make corrections in their statements bearing upon the facts; but in this case of mine there is an evident wish to make me live up to a remark, as reported, which I have over and over again said I never uttered, and to convey the impression that I must be controlled by it.

Mr. Wood. Not at all.

Mr. Haskin. This morning I observed a tenacity of purpose in the questions which were put to Mr. English; which questions certainly could not have originated with you [Mr. Wood;] they must have originated in some other brain. The evident design was to connect me with that alteration in a way which would induce the public to believe that I had acted nefariously in the transaction, and that I had proclaimed that this alteration would, if published, ruin me. That is a pure invention. I never stated anything of the kind, and could not have so stated, because, when I saw it, I said openly that it was a blunder; that I had never uttered any such thing, and that I would strike it out. I did not strike it out of the original manuscript, but out of the proof-sheet, and there was no secrecy about it on my part, for as soon as Mr. Sheridan returned on Sunday, I saw him and told him that there was a blunder; that I had never made such a statement, and that, by the mistake, I was placed in a false light in reference to this transaction, so far as Mr. Schell was concerned. When this subject was mentioned, with the frankness which, I think, the committee will give me credit for possessing, I immediately avowed what I had done in the matter, and asked the examination of the committee. I am now willing that the subject shall come into the House, if necessary; because, so far as I am concerned, I will let my conduct, as shown in the proceedings of the committee and in my report, speak for itself, and take all the consequences. But it is evident to me, from the tenacity of purpose with which questions were put and answers demanded from Mr. English and Mr. Wendell, that there is a design here to put me in a false position before the

House and the country on this subject. If it is the intention of the committee to try me, I am ready, and they can get an order from the House. I have nothing to conceal, and am willing to allow the whole affair to be published and passed upon by the House.

Mr. Wood. I will reply to the chairman.

Mr. Haskin. Permit me to ask you who requested you to elicit these facts?

Mr. Wood. I am going on to state. You have stated that the manner in which the question was put to Mr. English showed, as you believed, that the question did not originate with me, or, rather, in my brain. More than once during the investigations of this committee, the chairman has told me to my face, and in the presence of others, that I did not understand the evidence; and in my presence I have heard him tell another member that he did not understand it. The chairman seemed to have the idea that he constituted the whole intellect and talent of the committee, and that he was the only member of the committee who comprehended what had been given in evidence before the committee. This morning he states that the questions I put to witnesses did not originate in my brain.

Mr. Haskin. I mean the suggestion which induced you to put the question. Of course, the questions were yours, but the idea which suggested them came from some third parties.

Mr. Wood. I suppose the ideas originating in any man's brain come from statements or facts which he may have elicited or gathered from some other circumstances. Without some point to start from, or object to be pursued, nothing would originate in a person's brain. If the chairman disclaims having made this statement——

Mr. Haskin. You are laboring under a misapprehension. I stated, and this was before the evidence had been written out, that there were portions of the evidence which you did not understand, because you had been absent during a great number of the meetings of the committee, and had not had an opportunity of either hearing it or reading it. My purpose, and I meant it to be so understood, although you may have misunderstood me, was to convey the idea that so far as concerned the evidence which you had not heard or read, you did not understand it; but for me to have asserted that you did not understand the evidence which you had heard or read, would have been an insult to your intelligence. It would have been an insult for me to have made such a proposition. I therefore now disclaim ever having intended in any manner to assert that you did not understand such evidence as had been taken while you were present in the committee. I have made the same remark to Mr. Florence and other members of the committee, and all I meant to convey by it was the idea that there were portions of the evidence with which they were not familiar, not having been present when it was taken. I did not consider them so well posted as to the facts as myself, for I have been present at every meeting of the committee, and examined the witnesses, but I never designed charging to them a want of intellectual power to comprehend the evidence. To understand it otherwise is, in my opinion, absurd.

Mr. Wood. Upon one occasion, in Mr. Hall's room, at Willard's Hotel, when there was a member present, you made the assertion that I did not understand the evidence. I waited for a moment to see if any qualification would be made, and I then took occasion, during a lapse in the conversation, to remind you that I desired to brush up my intellect or memory, and to try and understand the evidence. You then qualified your remark, by saying that you meant the evidence which was taken when I was absent.

Mr. Haskin. I could not have meant anything else.

Mr. Wood. There was another member present sitting by at that time.

Mr. Haskin. Who was that?

Mr. Wood. Mr. Comins.

Mr. Hopkins. I desire to call up the question as to what is the true report of our proceedings as to the fact which has been the subject of discussion. The chairman has referred to a correction of a personal explanation which he (Mr. Hopkins) had made before the committee. He had said, when he first saw it, that, in his opinion, it formed no part of the proceedings, and ought not to have been quoted. The correction of that statement of one or two immaterial facts was made by the clerk at his suggestion in the room of Mr. Hall, and in the presence of the committee. The chairman has repeatedly said that the change which he made was made publicly and above board. The fact is conceded to be true, that the alteration in controversy was made at the printing office, without the knowledge or consent of any other member of the committee except himself, whilst the other alterations referred to by the chairman, of Gov. Floyd and others, were made in committee, and with its consent. I will further state, as I have done before, that I was not present at the time that this thing occurred, and have therefore no personal knowledge of the fact. In the manuscript the clerk, whose duty it was to report our proceedings, and who has this day sworn that he has reported them to the best of his ability, the clause which was stricken out appears, and I must regard his manuscript as furnishing a true record of our proceedings.

Mr. Haskin. Then let the evidence of Governor Floyd be reported to the House as it was taken down by the stenographer. I am opposed to making fish of one and fowl of another. His evidence was correctly reported, and he made a number of material changes in it which were allowed, and here is a statement attributed to me which I disavow ever having made, and yet it is to be published, notwithstanding. I will agree that Governor Floyd's evidence shall be reported to the House as it was corrected by him, and that my statement shall be reported as corrected by me, letting the journal show all that has taken place upon this subject—the alteration of my statement as well as the alteration of Governor Floyd's testimony.

After a short conversation, the chairman consented to a proposition of Mr. Hall, that the statement stricken out by him should be retained and published in brackets, with a note from him in denial, calling attention to his explanation in the journal.

The committee, after certifying the account for services of their stenographer, adjourned without day.

JAS. B. SHERIDAN,
Stenographer Committee.

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TESTIMONY.

FRIDAY, *February* 25, 1858.

The committee met at 10 o'clock.

Present—All the members.

Hon. JOHN B. FLOYD appeared, and was examined by the chairman, (Hon. J. B. HASKIN,) as follows:

Question. Will you please state to the committee the facts and circumstances connected with the purchase of the Wilkins's Point property by the government? When the negotiations for the purchase were entered into, by whom they were made, and to whom the $115,000 was paid?

Answer. I do not know distinctly when the negotiations commenced. The papers which the committee desired me to bring, I have with me, and they indicate the progress of the transaction. It was carried on by the engineer department, without any knowledge of mine, until it became necessary that I should be consulted about it. I was looking over the papers last night, and I find among them a good many papers that I never saw before; they are papers which do not in any particular change the transaction, although in some degree they modify the facts that were known to me. The first I remember about the matter is, Gen. Totten coming to me and saying that it was necessary to purchase this property; that an appropriation had been made for the purpose by Congress; it was a work of importance, and that the property ought to be purchased. That was somewhere about the middle of March. It did not arrest my attention very much at the time, I being new here. The first thing which drew my special attention to it was a communication late one evening, as I was about quitting my office, from some member of the engineer department—I am not certain who it was—stating that it was necessary to send by telegraph a large amount of money to New York for the purchase of this property. I declined to do it, for it was a thing I had never consulted the Cabinet about at all, and was my first money transaction of this sort, and I was not inclined to be in a hurry about it. In the course of a few days, however, the subject of this purchase was brought before the Cabinet and discussed. I cannot, of course, fix dates, because I paid no more attention to this than any other important transaction of the department; but about this time there came a formal proposition, which was the first incident in the transaction which called specially for my official action, offering to sell this property to the United States government for $200,000, upon specific terms. Well, this proposition was discussed.

Question. When was the proposition made?

Answer. I do not know. You will find it in the papers. There was a good deal of correspondence between the engineer in charge and the engineer-in-chief upon the subject of this property which I was not

aware of until I got the $200,000 proposition. This price struck me as inordinate. I would not enter into a transaction of that magnitude without consulting the Cabinet about it. I took the papers to the Cabinet, and talked the whole thing over fully. We read the papers, such as were then before me, from the engineer's department. It was very obvious, from the papers referred to, that in the course of a few days after the appropriation for the construction of the fort, speculators had got to work to possess themselves of the site, and it was a struggle between them and our engineers there who should get hold of the property. At all events, it had passed into the hands of third parties before the time for any definite action arrived, and the question presented to us was as to the lowest price for which the property could then be purchased.

Question. To whom was this $115,000 paid?

Answer. I do not know. The subject was under discussion several times, and at last it was agreed to send to New York and ascertain what would be a fair price of the property. I call your attention to a paper on that subject, which was before the Cabinet on the occasions when we discussed the subject. It is a letter dated March 24, 1857; and the dates deserve attention, as you will perceive. It reads as follows:

[Confidential.]

U. S. Engineer's Office,
New York, March 24, 1857.

Sir: I shall go to-morrow (if the weather permits) to examine, thoroughly, the different sites proposed for the works on Long Island. I intended to defer any communication until I had done so; but that some doubt has been thrown upon the practicability of getting the cession of jurisdiction without an indication of the locality, the importance of bringing negotiations to a close, induce me to anticipate my visit, as I believe the main points I have to communicate and the authority I shall have to ask, will not be materially altered by my visit.

I will describe the *two* locations which can, under existing circumstances, be considered.

Wilkins's Point is well known to the department. It was bought a few years since by Mr. Weissman, for what price I have been unable to ascertain; it is *supposed* to have been about $50,000 or $60,000.

It consisted (nominally) of 153 acres, (the old surveys are said to be very inaccurate, and it is thought the true area would overrun this.) Of this he has sold twenty-six acres to Mr. Henry Day, and sixteen lie south of the marsh and creek which limits the neck proper, leaving 111 of the point or neck still in his possession, and twenty-six in the possession of Mr. Day.

On the land remaining in Mr. Weissman's possession, a building (dwelling house and appurtenances) has been erected of no great value. Mr. Day has expended a small sum upon his *grounds*, but has not yet commenced building.

Mr. Weissman's proposition is to sell to the United States at $1,000 per acre, *an actual and correct survey being made*, and, in addition, to receive $15,000 *for his improvements.*

Mr. Day's proposition is found in the accompanying letter, which, having read and noted, I beg you will return.

So much for Wilkins's Point

Near the position laid down on the sketch sent me of Old Fort, that is to the east of and on the very salient of that promontory towards Fort Schuyler and Wilkins's Point, Mr. John Cryder has a country seat consisting of seventy-four acres of land, with costly dwelling and out-houses. The tracing herewith will show the configuration of the tract. Adjoining him, to the east and south, is another fine country seat of Stewart Brown, (Brown, Brothers, & Co.,) of thirty-five acres and dwellings.

Mr. Cryder, while professing no desire to sell, expresses a patriotic willingness to give up his place to the public service, *if wanted;* and he professes to desire nothing beyond a reimbursement.

He estimates his land at $1,000 per acre; and, after examining his books, he says, his residence (dwellings, &c.) has *cost him* $40,000. On this basis, $114,000 would be the amount he thinks he ought to receive.

But Mr. Brown says a construction of a fortification on Mr. Cryder's place would completely ruin his, and he thinks *his* place ought to be taken with Cryder's, and at the same rate, $1,000 for land, and $30,000 for his improvements, as he estimates them.

This would give us an ample, and not ineligible site of 139 acres, and cost us $179,000.

To the westward of Mr. Cryder, towards Old Fort, I cannot now give you the different proprietors. But the *land* would be held at least as high. There are, however, I believe, no such costly improvements as Cryder s and Brown's.

But these gentlemen would think themselves heavily damaged (and they *would* be) by our occupation of this adjacent land.

At Whitestone's Point the tracts are small. On the *bay point*, Mr. Grinnell owns ten acres *unimproved*, for which he asks $30,000. (This is not a price made for the United States, but one he has held the land at.)

There are several small tracts on each side. *All* would be held at such rates as I have above described.

Wilkins's Point is far the most eligible site, and it *is the cheapest.* Fortunately, no improvement of value has been made upon it; but without further authority I am unable to do anything that will alter the aspect of things as I now present them.

You see how high lands are actually held *all along the shore.* Now, the testimony of the residents is that Wilkins's Point is really unrivalled for the objects which give these lands such value, viz: for country seats for the wealthy. That it has *not* been so occupied before, is owing, in great degree, to the latent intention of the United States to occupy it. The present owner, Mr. Weissman, *expects to sell* to the United States, *wants to sell*, and the sole question with him is, to get the highest possible price. Mr. Day bought expressly for a country seat, and is, I believe, really reluctant to give up his purchase.

Now, while Mr. Weissman has not been particularly the sufferer by the interdict which the government has put on this point, yet we

ought to bear in mind what his land would really *be worth to him*, were that interdict removed by a purchase of site elsewhere.

The price at which Cryder, and Brown, (whose character and wealth places them above suspicion of speculative objects,) and Grinnell hold their tracts show that good locations are *really* worth $1,000 per acre, while very small choice tracts are held much higher, and in this I am confirmed by the residents of the neighborhood. I asked Mr. Lawrence, a merchant of the city, who has a place at the head of Little Neck Bay, (a mile or two distant,) what he would appraise Mr. Weissman's tract at if he were made an arbitrator. He answered, "a thousand dollars an acre," he thought, would be a *liberal* and proper compensation.

But it must be borne in mind that a tract of 111 acres is not easily sold out (good, bad, and indifferent) at $1,000 per acre. Some of it is marsh land, and, although Mr. Weissman *professes* to believe that it would be an advantage to him if the government would *at once decide not* to take his land, I believe, if it did not, he could not realize, either by present sale of the whole, or by partial or successive sales, or by holding the whole longer, what would be worth to him the *present sum in cash* of $100,000. The dwelling is said to be of little value, and though he says he has actually expended $11,000 on *the house*, I don't think a man ought to expect to get back every cent he has spent on a sorry house, (his own dwelling.)

I request, therefore, authority to tender Mr. Weissman $100,000 for the 111 (more or less) acres he owns beyond the creek; or, if he positively declines this, to have authority to offer from $750 to $1,000 per acre *upon actual survey* of the land, and to compensate him for his improvements by a liberal appraisement.

I think $750 per acre would be as little as the United States ought to expect to pay; but I must have some latitude.

Until this authority is given me, no advance can be made towards securing a site.

Now, as to Mr. Day, I regard the proposition contained in his letter as exorbitant, and not to be entertained for a moment. It is more than two-thirds as much as Mr. Brown wants for 35 acres, with his costly residence and improvements; nearly half as much as Mr. Cryder wants for three times as much land, most desirably situated, and occupied by a costly residence, with extensive outbuildings, while Mr. Day has done nothing.

I would, therefore, say not a word to him. Buy Mr. Weissman's land, if we can, and then offer Mr. Day a *reasonable* compensation, (the same price per acre, or, perhaps, a little more than we give Mr. Weissman.) If he does not accept, let him take the consequences.

The sketch herewith will show how Day's land is situated. His northern boundary is about 1,600 feet from the extreme shore line towards Fort Schuyler. The latter work, from the extreme point to the tail of its glacis, (a long stretched out work,) occupies but 1,800 feet.

We should buy, if we can *reasonably;* but we can build without him.

I am, very respectfully, your most obedient servant,

J. G. BARNARD,
Brevet Major Engineers.

Gen. J. G. TOTTEN, *Chief Engineer.*

Question. These papers you have brought with you show the progress of the whole transaction, and the evidence upon which your department acted as to the value of the property?

Answer. Yes, sir. You asked for the facts and circumstances. I am attempting to narrate the facts, which are as I stated, and the circumstances set forth in these papers.

Question. Have you a letter which you wrote to Schell, and his reply?

Answer. Yes, sir; the last clause in my letter to Schell was suggested in conversation with the President, who thought we ought to proceed cautiously, to prevent imposition. The letter reads as follows:

WAR DEPARTMENT,
Washington, April 13, 1857.

MY DEAR SIR: A negotiation has been pending for some time between the United States authorities and some parties in New York for the purchase of a site for the proposed fort at the Narrows, opposite Fort Schuyler. I send you, herewith, a map indicating the precise locality, which, I presume, from your residence in New York, you are familiar with. This purchase has been discussed in the Cabinet on several occasions, and the opinion seems to prevail (which is mine) that the price asked for that land is exorbitant. I am aware that lands are high in the neighborhood of the proposed fort, and am also aware that the government cannot possibly purchase land at less than its full market value.

This tract is represented to contain at least one hundred and thirty acres, probably more; and the price asked for it by the owners is two hundred thousand dollars.

The object of this communication is to request that you will proceed at once to ascertain, as far as practicable, and by such means as you can fully rely upon, the fair value of this land. I desire you to communicate with Mr. Isaac Fowler, and get his estimate of its value likewise.

I should be glad if you would fortify the opinions of yourself and Mr. Fowler by those of such real estate agents as deserve the confidence of the community there from their standing and intelligence.

My object, you will see at once, is to procure such information as will enable the government to get at a fair price for the property, and to protect it against extortion. I enjoin it upon you, therefore, to proceed with that sort of caution and secresy which will enable you to avoid being imposed upon by any combinations.

I shall be highly gratified if you will attend to this matter with all convenient speed.

With the highest regard and respect, I am, my dear sir, very truly, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

AUGUSTUS SCHELL, Esq., *New York City.*

Question. Were these the only parties you gave the privilege of estimating and reporting to your department the value of this property?

Answer. Yes, sir. The general mode by which the department

gets its information, (and it is to that source alone we look for it,) is through the engineer department, and these papers will show you the opinion of the engineers; but the estimate of the engineers was so far below the estimate of what these people had asked, that on comparing the two, it was determined to take other means of information as auxiliary to the engineer in charge.

Question. Who was the engineer in charge?

Answer. Major Barnard was the engineer in charge; a man of high standing and character in the army.

I received the following reply to my letter from Mr. Schell and Mr. Fowler:

NEW YORK, *April* 24, 1857.

SIR: In obedience to your request, as contained in your letter of the 13th April inst., we have made inquiries as to the value of the property known as Willett's Point, opposite Fort Schuyler.

The property is situate on the East river, at a convenient distance from New York, being one hour by boat or railroad, and is decidedly the most eligible and desirable position for the erection of summer residences, for which purpose the property in the immediate vicinity has been used by many of the leading and wealthy merchants; and the land fronting on the water in that vicinity is held by the owners at from $1,000 to $3,000 per acre.

We have made inquiries of persons living in the vicinity, and have also procured a statement from several auctioneers in our city, who are acquainted with this property, and all concur in estimating it to be of great value. A certificate, signed by some of the persons inquired of, is herewith transmitted.

We also transmit a letter from Mr. Henry Grinnell, who owns a point of land in the immediate vicinity of Willett's Point, which he values at $3,000, and which, in the opinion of Mr. Mickle, (whose letter we also send,) also a land owner in the neighborhood, is not of greater value than that in question.

An additional value is given to this land from a recent act of the legislature, said to have passed, giving the owners the right to the land under water to the distance of four hundred feet from low water mark.

Relying upon the statement made in answer to our inquiries, and also from a personal inspection of the property, we think if the quantity of land is as represented, the sum of two hundred thousand dollars for the same cannot be considered an exorbitant price.

With great respect, we remain, your obedient servants,

AUGUSTUS SCHELL,
ISAAC V. FOWLER.

Hon. JOHN B. FLOYD, *Secretary of War.*

ENGINEER DEPARTMENT,
February 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

Question. Who treated with the department as the owner or owners of this land?

Answer. A man named Irving.

Question. Any other parties?

Answer. None. The thing was entirely done through the papers which are here; indeed, I remember very little conversation with anybody on the subject, except the engineers and the Cabinet.

Question. Did this belong to the engineer department?

Answer. Yes, sir. This paper had very considerable influence in fixing the price of the land.

NEW YORK, *April* 23, 1857.

The undersigned are acquainted with the location and character of the property known as Willet's Neck. It is situated directly opposite to Fort Schuyler, on Long Island Sound, and is well adapted for the site of a fortification on account of its peculiar formation, it being bounded on three sides by water, and from its elevation commanding all the prominent adjacent points of land.

The occupation of this piece of ground would seem to be indispensable to a perfect system of fortifications of the Sound. The tract of ground offered for sale by Mr. Irving, is said to contain not less than one hundred acres, nor more than one hundred and thirty acres, measured to low water mark. Thus measured, the additional water-right of four hundred feet recently granted by a law of the State of New York, will be rendered available and of great value.

On comparing this property with other land of known value in the same neighborhood, and in view of its perfect adaptation to public purposes, we estimate it to be worth two thousand two hundred and fifty dollars per acre; and, in addition thereto, from representations on which we rely, we value the improvements, (a large mansion-house and out-buildings, and a large deposit of stone adapted to wall-building,) at twenty thousand dollars.

It is proper to add, that we are in no way interested in the above described property, directly or indirectly.

JAMES M. MELLER,
WM. M. WEEKS,
JACOB Y. BAKER,
THEO. B. BLEECKER & BURLING.

ENGINEER DEPARTMENT,
February 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

Upon those papers as they stand, but chiefly upon this representation of Mr. Schell and Mr. Fowler, the exigencies of the public service requiring that the work should be begun, we, although believing the price at the time exorbitant, concluded to give it. These are the facts and circumstances as far as I know them.

Question. Why did not the department take that property under the condemnation act which was passed on the 15th of April in New York?

Answer. There were two reasons. On consultation, it seemed to be the opinion of all that a condemnation is likely to increase the price of the land; and that a reference or bargain of any sort you can make is likely to be better than a condemnation. Major Barnard, who was in charge of the work, when he found that the property had gone into the hands of speculators, suggested that; but in the progress of his communications on the subject, he expressed the opinion that a condemnation would enable those people to get more extravagant rates for their land than the land could be gotten for at private sale.

Question. Who are the speculators who got hold of this property?

Answer. A man named Irving.

Question. Any other parties that you know of?

Answer. None, that I know of; and the intimation in the papers about that contained in the letter of Major Barnard, I never saw until last night. I never heard much about the sale of the property by the original owner, until after it had passed out of his hands; which occurred in March, according to the papers. The first intimation of that in a letter of Major Barnard's. Although he seems to have doubted was from first to last, that these speculators could get the land, I now think, if prompt measures had been taken early in March to foil those attempting to buy the property, it might have been acquired for the same sum for which it was sold to Irving, which was $130,000; but I was not aware this state of things.

Mr. HASKIN. I called at the engineer department and put some inquiries to General Totten about the matter, having been informed that the property could have been purchased for $35,000 a few months before.

Mr. FLOYD. Here is the first intimation that Irving had purchased the property. It appears by the following letter that Major Barnard knew as early as the 27th of March, but not earlier, that this had gone into the hands of Irving.

[Private and confidential.—Received March 28, 1857.]

NEW YORK, *March* 27, 1856, [1857.]

DEAR SIR: I have just returned from Fort Schuyler and Wilkins's Point this morning, and was debating whether I should not proceed at once to Washington and consult personally on this matter. To one unaccustomed to look with suspicion upon others, who believes that the confidential appeal to a gentleman for information and advice will be held sacred, it is a trial and a mortification to learn to distrust *every one;* to have reason to believe that confidence answered by an attempt to draw from your confidence every means of using it to your disadvantage. *Such* are the difficulties of even getting reliable information, (with no very extensive acquaintance.)

But so far as I can form a conclusion from what I learn, the price of $700 or $750 per acre would not be out of proportion to the

actual value of Wilkins's Point. I believe Cryder, Brown, and Haggerty (proprietors about "Old Fort," are candid in *their* statements and uninfluenced either by desire to sell or wish or expectation of extracting money from the government. The two former value their tracts at $1,000. Haggerty (to the westward of Cryder) would probably sell for $700 or $800. General Wetmore owns a place on the eastern side of Little Neck Bay, which he values at $600. The general opinion seems to be that Wilkins's Point possesses rather unusual advantages for country seats.

I was mistaken in saying that Mr. Weissman had expended $11,000 on his house and improvements. He says he has expended $15,000, and as the building is really a large one, having some pretence to architectural decoration, it is quite reasonable to believe that he does not misrepresent.

I think a conscientious jury would award him somewhere about $100,000 for grounds and improvements. But a perfect horde of vultures have been attracted by the announcement of this appropriation, and there are all sorts of schemes on foot to make the government pay an extorbitant price. Van Nostrand has been offered bribes, simply because, as a friend known to me for twenty years, and a New Yorker by birth, he has aided me in getting information.

Last night a paper was brought to me by a gentleman intimate with Weissman (was *this* gentleman concerned in the matter? *you* know him as well as I, perhaps better—it was Mr. Jno. W. Lawrence, once a member of Congress, a man of wealth and standing) being a written agreement, dated Flushing, March 26, between Weissman and one George Irving, (who he is Mr. Lawrence appeared not to know, though he believed him to be a person who has been buying land about Whitestone's Point,) by which Mr. W. sold to Mr. Irving for $130,000, $5,000 payable April 1, $15,000 May 1, $25,000 July 1; *provided*, that if first payment or second payment are not made, the agreement is to be null and void; and further, that *if the United States purchase before the first of April, the agreement is to be null and void.*

Who were the contrivers of this I don't know; but I could not help believing it a thing meant to work *upon me.* They don't know yet that Wilkins's Point is *definitely fixed upon.* They don't know whether or not I have authority to conclude a bargain, nor do they know how much the government will give, though I have made it known pretty decidedly that the government was under no stress in the matter, and would not pay any such sum as here mentioned.

It is not at all likely that Mr. Weissman would now accept the sum I asked authority to offer him; and with the knowledge that Mr. Weissman has signed such a paper, (which, even admitting he is not *himself* a party to a plot,) he must know had no other object than to extort money from the government, I don't think *any price* ought to be offered him, but that the property should be condemned and adjudicated.

The sketch of Day's land is about as definite on my sketch as on the original, which I send, (to be returned.) It is the best indication I had, and was sent (prepared hastily for the mail) to show *where*

his land lay, and informing you that his nearest line was 1,600 feet (as near as I could judge) from the extremity of the point.

I am, yours, very respectfully,

J. G. BARNARD,
Brevet Major Engineers.

General Jos. G. Totten,
Chief Engineer, &c.

P. S.—The *agreement* between Weissman and Irving (mentioned on the other page) was *confidentially* communicated. As it was to me as a *government agent* that it was shown, I deem it proper to communicate it.

Engineer Department,
February 27, 1858.

The within is a true copy from the original filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

Question. Had you any information from the engineer department as to the value of the property before it came into Irving's hands?

Answer. No definite information. You will see, from reading these letters of Major Barnard, that he speaks of the fact mentioned by Mr. Haskin that the land had some time since cost $35,000. He does not say it could ever have been got for less than $130,000; but argues to show that $100,000 was the lowest price the land ever could have been got for. He says the land was purchased not very long before for $35,000.

Question. Did the government purchase it as containing one hundred and ten acres?

Answer. I do not remember; the papers will show.

Question. Permit me to inquire what the reason was, if there was any reason, for giving beyond the $150,000, which was the amount of the appropriation?

Answer. It was simply because we could not get it for less. I was desirous to commence that work, because it is an important work. The engineers attach, very properly, great importance to a fortification at that point. The works at this point will render New York impregnable from that direction, and, consequently, rise to the importance of great national defences; and I supposed, as an appropriation had been made for the construction of the work there, the great object was in commencing it and progressing with it as rapidly as possible.

Question. What have you done towards the commencement of the fortification?

Answer. I am not apprized of what progress has been made in the work.

Examined by Mr. Hall.

Question. When was this fortification first recommended by the government?

Answer. About thirty years ago.

Question. Was it under General Bernard's plan?

Answer. I do not know exactly, but the papers, I think, will show. As far back as thirty years ago that point was looked to as very important for fortifications.

Question, by the chairman. Did not Irving make other offers of land between Whitestone and Willett's Point?

Answer. I do not remember; if so, the offers are in the papers. The prices of the lands in that neighborhood offered for sale to the United States, were, with the improvements included, about the same which was given for the lands purchased. Some were rated much higher. The lands of Mr. Grinnell were held at $3,000 per acre; but this price was probably owing to the fancy he may have had for the particular locality. The lands purchased were exactly at the most eligible point for the fortifications, and therefore preference was given to them.

Question. Is there any report as to the quantity of land required for the fortification?

Answer. Yes, sir; but I do not recollect what it is. I think it amounts to this, that with this purchase the engineers could get along, but that it would be better to purchase an additional portion of the land, which belonged to a man named Day. I think the price Day asked will appear on the papers

Question. Where will the committee get information as to when the $115,000 was paid, and to whom it was paid, and where it was paid?

Answer. It can be found very readily. It was paid upon a requisition of the War Department, and in favor of some particular man.

Question. You do not remember to whom it was paid?

Answer. No, sir.

Question. You do not know of any person being interested in the proceeds of this sale except George Irving?

Answer. No, sir.

Question. I see there is a mortgage of $85,000 left upon the property. Do you know who is the present owner?

Answer. I do not. All the law questions of the case were laid before the United States district attorney for that portion of New York.

Question. To Mr. McKeon?

Answer. Yes, sir; and when they came from him were referred to the Attorney General. I never saw a paper connected with them. I took it for granted that what the United States district attorney in New York would do, and what the United States Attorney General would sanction, was right; and I did not rely with confidence on my own legal opinions, nor had I time to look into legal questions, and therefore adopted those of officers upon whom the law placed the responsibility of deciding them.

Captain H. G. WRIGHT was then examined by the Chairman.

Question. What do you know of the facts and circumstances connected with the sale and purchase by the government of this property at Wilkins's Point?

Answer. I think all I know is shown by the papers which the Secretary of War has just laid before you. It is a mere matter of record, and our connexion with it is shown by the papers, except, perhaps, the matter of payment; that went through our office, and was paid by one of our officers who was made disbursing officer. It was sent to get more signatures to the voucher, in order to pass the expenditure through the treasury. The requisition was drawn in favor of Lieutenant Gillmore, of New York, and a letter of instructions was sent by the department to him to pay the money over to these persons—Mr. Irving and his wife.

Question. You are the captain, in charge, at the engineer bureau?

Answer. I am in charge.

Question. Is this fortification a part of the old system which has been in operation some thirty years?

Answer. I think the original plan was made about thirty years ago, and if I recollect aright, General Bernard was one of the members of the board who adopted it. This locality was always considered an important position to fortify, and the question has been brought up since I have been in the office—within two years, and before Governor Floyd came into office. There have been quite voluminous reports in relation to it, from our office and the War Department, fixing upon this position.

Question. The matter has been specially pressed within two years?

Answer. Yes, sir, to my knowledge, since I have been in the office.

Question. Do you know whether the matter has been specially recommended to the department within the time you have been in the office?

Answer. Yes, sir; the matter has been reported on more than once within my recollection. I know it was under Mr. Davis, the late Secretary.

Question. Where is Major Barnard?

Answer. He is on his way to New York.

Question. Do you not know of any one who was interested in this matter, save and except George Irving?

Answer. I do not know anything about that. I never had any transactions with Mr. Irving at all.

Adjourned.

MARCH 11, 1858.

Present—Mr. Haskin, Mr. Wood, and Mr. Hall.

Q. A. GILLMORE, sworn. Examined by the chairman, (Mr. Haskin,) and testified as follows:

I am a lieutenant of engineers United States army, and am stationed at New York city; I was stationed there one year last December. Of the negotiations which led to the purchase of Wilkins's Point by the government, I know absolutely nothing; I believe the nego-

tiations were commenced and continued, but not concluded, by Major Barnard; he was the proper person to have done it; it came within his province; he had charge at the time of the fortifications in the whole harbor of New York; on the 9th of July, 1857, I received a letter from General Totten, from Washington, informing me that I would receive a draft in my favor, and drawn to my order, for $115,000, and directing me to pay that sum over to George Irving and his wife, on account of a purchase of land made by the Secretary of War of those persons, at Wilkins's or Willett's Point, for a fortification. The letter was dated the 8th of July, 1857. The following is a copy of the letter:

ENGINEER DEPARTMENT,
Washington, July 8, 1857.

SIR: You will receive a treasury draft in your favor for one hundred and fifteen thousand dollars, which sum you will pay to Mr. George Irving and wife, on account of a purchase of land made by the Secretary of War of said persons, as the site of a fortification about to be begun at Willet's Point, opposite Fort Schuyler.

You will, in person, deliver this draft to Mr. Irving and wife, having made it payable to them, taking, at the same time, such receipt, in duplicate, as will be your voucher at the treasury.

A voucher of the form herewith is recommended. Your immediate attention to this business is requested.

Very, &c.,

JOS. G. TOTTEN,
Brevet Brig. Gen., and Col. Engineers.

Lieut. Q. A. GILLMORE,
Corps of Engineers, New York.

The United States, for the commencement of a fort opposite Fort Schuyler, New York, to George Irving and Robertine Irving, Dr.

Date.	Designation.	Application.	Cost.
1857.			
July	For payment on account of a purchase of land at "Thomas' or Willet's Neck," opposite Fort Schuyler, from said George Irving and Robertine Irving, his wife, as the site for a fortification about to be begun there		$115,000 00

Received, at New York, this —— day of July, 1857, from Lieutenant Q. A. Gillmore, corps of engineers, the sum of one hundred and fifteen thousand dollars and no cents, in full payment of the above account.

(Signed, in duplicate,)

GEORGE IRVING,
ROBERTINE IRVING.

[Extract.]

NEW YORK, *July* 10, 1857.

SIR: I have the honor to acknowledge the receipt of your letters of the 8th and 9th instant.

The matter referred to in the former has been attended to, and joint receipts, in duplicate, from George Irving and Robertine Irving, his wife, taken in the form furnished by you.

* * * * *

Very respectfully, your obedient servant,

Q. A. GILLMORE,
First Lieutenant Engineers.

Brig. Gen. JOSEPH G. TOTTEN,
Chief Engineer, United States Army, Washington, D. C.

I made the payment on the morning of the 9th of July, 1857, taking a receipt from Irving and wife. The draft was endorsed over by me, payable to the order of George Irving. I took his receipt at my office in the morning, and called at his house in the evening, and took the receipt of his wife. Mr. Richard Schell came to me with Irving on the morning of the 9th of July, 1857, and presented me with a letter from his brother Augustus, now the collector of the port of New York, introducing him to me. Richard Schell was present when the draft was endorsed over by me to Irving. The draft was brought through those parties. I did not get it through the mail. I did not see the draft passed over to Richard Schell. The letter from Augustus Schell, introducing his brother Richard, said "he had business requiring attention to-day." My impression is, that Richard Schell then said that he advanced the money to buy the property from the original holders.

Examination by Mr. Hall:

I judged Schell had an interest in it, from his saying he had an interest in it, having advanced money to purchase the property of the original holders. My connexion with the affair was simply that of a disbursing agent.

MARCH 17, 1858.

Present—Mr. Haskin, (chairman,) Mr. Hopkins, and Mr. Hall.

ISAAC V. FOWLER, being sworn and examined by the chairman, testified as follows:

I am the postmaster of the city of New York. Mr. Augustus Schell called upon me at the post office in New York and showed me a letter from Governor Floyd, Secretary of War, directing him to ascertain the value of the property known as Willett's or Wilkins's Point. My impression is that this was as late as June, 1857, although the letters make it April, 1857. It was certainly after the third Monday of April, 1857, because the Tammany election took place that day, and I know it was subsequent to that date. I arranged to go with Mr.

Schell on the second day following his call upon me to visit the property. We proceeded by steamboat to Flushing, where we met Prosper M. Wetmore and a Mr. Irving, with a carriage. General Wetmore said he was visiting Mr. Irving, and had been in the habit of spending his summers in that neighborhood; and that he had informed Mr. Irving that it would be an act of courtesy, appreciated by Mr. Schell and myself, if he would drive down and take us to Wilkins's Point; that he knew we were coming, through Schell. I was not previously informed of his knowing of our coming. We from there proceeded, in Irving's carriage, to Wilkins's Point, where, on arriving, we were introduced to a Mr. Wiessman, who was residing on the property in a house he had built there. We then walked over the property, after which we had a collation, prepared by Mr. Wiessman, and we then returned with Irving and Wetmore to Flushing. Irving there left us, and we hired a carriage, and Wetmore, Schell, and myself returned to the city of New York. The next day, or within a few days thereafter, by appointment made by Mr. Augustus Schell, we called upon Mr. A. H. Mickle, at his store in Water street, New York, to inquire of him as to the value of Wilkins's Point and property in its vicinity. He gave us a letter, which was to accompany our report.

(See Appendix.)

Mr. Schell informed me that Mr. Henry Grinnell valued his property at $3,000 per acre, with the improvements I was never on this property; it is a few miles nearer New York. I do not remember any other valuations being mentioned to me by him; and if there had been, I think I would have recollected them. Mr. Schell wrote the letter to the Secretary of War, which he and I signed, at his request.—(See letter in testimony of Hon. John B. Floyd, signed "Augustus Schell and I. V. Fowler.") The other letter—Mickle's letter—was written in his store, I think, by Mr. Augustus Schell. After he had conversed with him some time about the property, and its value, he read it, and signed it. Mickle stated that he considered that all these pieces of property were too highly estimated by their owners. This conversation was before the letter was signed. He said the owners put too high an estimate upon them as fancy places. Mr. Schell desired him to certify to the value of Wilkins's Point per acre, but he refused, and did not put any price upon it; his talk was general. He did not put a price upon his own property; he did not name any price per acre on the Wilkins's Point property. We did not see Mr. Grinnell upon the subject. I saw no one but those I have named. While Mr. Augustus Schell was preparing his letter—the one signed by us, in his office that afternoon—Mr. Richard Schell came into the office. He remained but a moment, and went out. After I had signed the letter, with Augustus Schell, on my way to the street I met at the door Mr. Richard Schell and Prosper M. Wetmore, and one of them asked me: "Have you signed the letter?" I replied, "Yes." The remark was then made by one of them—I cannot tell which: "It is important that it should be sent off this afternoon."

Question. Did you form your judgment of the value solely from

conversation with Mr. Augustus Schell, or how did you arrive at your conclusions in the letter signed by him and you?

Answer. Entirely from conversations with Mr. Augustus Schell, Mr. Wetmore, and Mr. Irving, and from the statement made by Mr. Mickle. These were the only people I talked with on the subject. I concluded it was worth $1,500 per acre. I supposed the gentleman, Mr. Wiessman. who resided on the property, was the owner of the property at the time we signed the letter. I do not know of the parties who had any interest in the selling of the property to the government. I did not know, at the time I signed the letter, that Irving or any other person had any interest in the property, but supposed Wiessman was the owner, and the only person interested.

Examination by Mr Hall.

Mr. Mickle was reluctant to put any value upon the property, and did not. Mr. Augustus Schell wrote the letter which we signed on the same day after we called at Mickle's store. I had no knowledge whatever of the value save from the facts I have stated. We estimated the property as containing at least thirty acres of land, and I calculated it at $1,500 per acre. The statement in our letter of additional value, on account of land under water, was derived from Mr. Prosper M. Wetmore.

SATURDAY, *May* 1, 1858.

RICHARD SCHELL, sworn. Examined by the chairman, (Hon. J. B. Haskin.)

Question. Where do you reside?

Answer. In the city and county of New York.

Question. What is your business?

Answer. I have been a broker and a banker; I am not doing anything special now.

Question. What was your business in March, April, May, June, and July, 1857?

Answer. I was a broker and banker.

Question. In the city of New York?

Answer. Yes, sir.

Question. When did you first hear, and from whom did you first hear, of an appropriation by government to purchase property on Long Island, opposite Fort Schuyler?

Answer. I think I heard it from General Prosper M. Wetmore.

Question. In what month?

Answer. It may have been in May or June, 1857.

Question. Are you certain you heard it from him?

Answer. My impressions are that I heard it from him.

Question. What did he say to you at the time in relation to this appropriation?

Answer. He came in, I think, and told me that he had been for a long time a resident, had owned property down on Long Island, and that he was satisfied that the government would want a place

there for a fortification. He brought me in a book, probably about this size, only one-third longer, (exhibiting a book about ten inches by seven,) which gave the general appropriations for all the fortifications throughout the United States.

Question. Did he state anything about purchasing the land?

Answer. He said he could get property down there if he could raise the money to make the payments.

Question. What property?

Answer. This property of Wilkins' Point. He said George Irving wanted to make a purchase down there, and he wanted to raise money. I said I can raise any amount of money for anything.

Question. Did he make a proposition to you to loan an amount of money to purchase this property?

Answer. He made a proposition to borrow money from me for the purpose. I suppose, on account of George Irving.

Question. You say you think this was in May or June?

Answer I think so.

Question. How much did he say he wished to borrow?

Answer. He wanted $1,000 at that time, which I gave him.

Question. Subsequent to this, how much did you give him? Did he state then how much in gross he would want?

Answer. No, sir; he only stated then that he wanted $1,000; afterwards he came in and wanted $9,000, and told me that George Irving had taken the refusal of the place. I let him have $9,000.

Question. In addition to this, how much did you let him have?

Answer. I think it was twenty or twenty-five thousand dollars.

Question. About what time did you let him have the $9,000?

Answer. My impressions are that it was in the month of June.

Question. Had you at that time seen Mr. Irving?

Answer. No, sir; not at that time.

Question. Subsequently you advanced twenty or twenty-five thousand dollars?

Answer. I was sent to Mr. Irving's lawyer.

Question. By Prosper M. Wetmore?

Answer. Yes, sir.

Question. Who was Mr Irving's lawyer?

Answer. Mr. William C. Wetmore; and whatever he told me to do, I did.

Question. You advanced, after the $9,000, how much?

Answer. $20,000 or $25,000.

Question. To whom did you make that payment?

Answer. To William C. Wetmore.

Question. About what time was that?

Answer. I think it may have been in the latter part of June.

Question. What more did you advance?

Answer. The amount of the sums I have already given you is $30,000 or $35,000. It is my impression that is all I advanced at that time.

Question. Did you advance any money subsequently?

Answer. I do not think I did.

Question. Had you, at the time you advanced $20,000 or $25,000, seen Mr. Irving?

Answer. My impression is, I had.

Question. You had seen him between the payment of the $9,000 and the $20,000 or $25,000?

Answer. Yes, sir.

Question. Who introduced you to Irving?

Answer. General Prosper M. Wetmore.

Question. So you think that $30,000 or $35,000 is the whole amount you advanced?

Answer. Yes, sir. The reason I cannot give it distinctly is, that my business in the month of July was eleven and a half millions of dollars, and probably in the month of June five or six millions; and I did not give this transaction much attention.

Question. Do you know Robert W. Latham?

Answer. Yes, sir.

Question. How long have you known him?

Answer. Two, three, or four years.

Question. Have you been intimate with him?

Answer. Yes, sir.

Question. Have you had business with him as a broker during that period of time?

Answer. Yes, sir.

Question. Did he during the months of March, April, May, June, or July, converse with you about this purchase?

Answer. I do not think he did, although he may have talked to me about it, for he was running in and out of my office frequently, and he may have mentioned it to me, and I have not paid much attention to it.

Question. Did he ever state to you that he considered the price at which the government was to purchase this property from Irving exorbitant?

Answer. I do not remember. I do know that he used to ask whether the government was buying any property.

Question. What property?

Answer. This property at Wilkins' Point; but I never paid any attention.

Question. How long have you known Governor Floyd?

Answer. I think George Sanders introduced me to him two or three years ago.

Question. Have you been on terms of intimacy with him since that time?

Answer. Whenever he visited New York I have seen him.

Question. Have you had business relations with him during that time?

Answer. No, sir.

Question. Not as a broker?

Answer. No, sir.

Question. Have you had business relations with Mr. Latham as a broker?

Answer. Yes, sir.

Question. On Governor Floyd's behalf?

Answer. I do not know. He came to me to make negotiations just the same as anybody else.

Question. Did you not know at the time that he was Governor Floyd's agent in his private affairs?

Answer. No, sir; I did not know that.

Question. Did he not state it to you?

Answer. Not that I am aware of; he may have stated it to me, but so far as regards that I do not know.

Question. Have you ever negotiated loans with Latham to enure to the benefit of Governor Floyd?

Answer. Not that I am aware of.

Question. Have you not, as a broker, had the paper of Latham or of Governor Floyd himself?

Answer. I had the paper of Mr. Floyd, but I did not know Mr. Floyd in the transaction. Mr. Latham brought me that paper. I never had a transaction with Mr. Floyd to my knowledge.

Question. When had you the paper of Governor Floyd?

Answer. I have had more or less of it for a year.

Question. To what amount, in the aggregate?

Witness. This is my private business. If it is proper and right, I will answer the question; but I do not understand the exact position of these things. I am a broker and a banker, doing a large business, and I have taken a great deal of paper of various parties.

The Chairman. I think you have already stated that. The question has a bearing upon the facts and circumstances connected with the sale and purchase of this property, showing the relations which existed between Mr. Latham and yourself. The committee desire to know what the amount of this paper was in the aggregate, according to the best of your recollection.

Witness. If the committee decide that I must answer the question, I will do so. I have no feeling at all about it.

Mr. Florence. I suggest to the chairman whether we ought to inquire into and communicate arrangements between any officer of the government and a broker, if such arrangements have no relation to the transaction we are investigating?

The Chairman. It is my purpose to show that this examination has a bearing upon the investigation which has been ordered by the House.

Mr. Florence. Governor Floyd may have had a business transaction in his capacity as a citizen, a resident of the State of Virginia, which may have been continued after he became Secretary of War.

The Chairman. I do not purpose to carry the examination into details; I merely wish to get at the facts.

Witness. As a broker and banker it is my business to deal in paper, and I do not wish to have my business, which is generally considered private, made public, unless it is absolutely necessary.

Mr. Florence. The committee may exercise their judgment whether this is or is not testimony, after it is taken.

The Chairman. I will strike it out, if the committee think, after they have heard it, that it is not pertinent to the investigation.

Witness. Understand that I am willing to answer the question.

The committee decided to require an answer to the question.

Witness. I may have had $20,000 or $25,000 of his paper; the probability is that I have not had that much—we will say $20,000 worth.

Question. How much of his paper have you had during the months of March, April, May, June, and July, 1857?

Answer. I think between $15,000 and $20,000.

Question. Paper which you as a broker cashed?

Answer. Yes, sir.

Question. It was brought to you by Mr. Latham?

Answer. Yes, sir.

Question. Did you not understand at that time from Mr. Latham that he was the agent of Governor Floyd?

Answer. No, sir; I did not.

Question. What interest did he state to you he had in this paper?

Answer. He stated he wanted the money; that is all I know.

Question. Did he state he wanted the money for Governor Floyd?

Answer. No, sir.

Question. Did you not know it was for Governor Floyd?

Answer. No, sir.

Question. When did you receive the $115,000 paid by the government for this property?

Answer. My impression is that I received it on the 9th day of July.

Question. From whom?

Answer. From George Irving, in Mr. Somebody's office up Broadway.

Question. You received the draft?

Answer. Yes, sir.

Question. Did you draw the draft yourself?

Answer. No, sir; I gave it to the president, or the vice-president of the American Exchange Bank.

Question. Where you kept your account?

Answer. No, sir; gold was worth something to me; I gave it to the bank and took their check, and they drew the gold.

Question. What did you do with the $115,000?

Answer. I used it in my business. My cash accounts that day reached between five and six hundred thousand dollars.

Question. Have you that money yet in your business?

Answer. I have a great portion of it.

Question. How much of it?

Answer. I am out of business now, but I have assets of various kinds. I used this $115,000 in my business, and considered it as property I could use whenever I wished.

Question. Did you pay any part of this money to the government in the purchase of the Fort Snelling property?

Answer. No, sir.

Question. Did you advance any of this money for the purchase of the New Bedford property?

Answer. No, sir.

Question. Do you consider that this money is yours?

Answer. I do, sir; I consider it is part of my assets. I owe money, and have money due me.

Question. Has any person any interest in the $115,000 you derived from the government?

Answer. George Irving has; I owe him some money.

Question. How much?

Answer. About $50,000. He has my note for it.

Question. When did you give him that note?

Answer. In December or January last; I think it was in December of this year, when closing up my accounts and going to Albany.

Question. Did you give it to him in person?

Answer. I gave it to his lawyer, Mr. Wetmore.

Question. You say you owe Mr. Irving about $50,000; what is the understanding between Mr. Irving and yourself in relation to that money?

Answer. He has my note for it, payable a year after date.

Question. Did you have any written or verbal understanding with him that he was to loan you this money?

Answer. No, sir.

Question. Have you paid any interest upon it?

Answer. No, sir.

Question. Is interest to be paid?

Answer. Yes, sir.

Question. You say you advanced $30,000 or $35,000, and owe Mr. Irving about $50,000; please account for the difference between the amount of these sums and the $115,000 which he handed over to you?

Answer. There was a mortgage of $15,000, $16,000, or $18,000 upon the property, which I paid in order to get a clear title for the government. The government owes $85,000 upon the property yet.

Question. You paid the mortgage of fifteen, sixteen, or eighteen thousand dollars?

Answer. I gave William C. Wetmore the money to do it.

Question. Was that after you received the $115,000?

Answer. I think it was the day I received it. I gave him a check, my impression is, before I got the $115,000.

Question. Did you advance the $20,000 or $25,000 before you received the $115,000?

Answer. Yes, sir.

Question. How many days?

Answer. I do not know exactly.

Question. When was it that you advanced $20,000?

Answer. It may have been in June; my impression is it was in June.

Question. Will not your check book show?

Answer. It would have shown, but I have not got it with me. I have my other books here.

Question. See if your check book will not show when that amount was advanced to Wetmore?

Answer. My impression is that it was advanced to Mr. Wetmore the 15th or 20th of June.

Question. Was it advanced in one amount?

Answer. Yes, sir; I think it was.

Question. You paid the mortgage of fifteen thousand and odd hundreds dollars upon the property?

Answer. Yes, sir.

Question. What else did you pay?

Answer. I gave Irving some $10,000 or $12,000, and paid William C. Wetmore $700 or $800.

Question. When did you give Irving that money?

Answer. After I got the money.

Question. What time?

Answer. Within the next current sixty days; whenever he called for it.

Question. Did you give it to him in one sum?

Answer. No, sir, I think not; my impression is in different sums.

Question. In how many different sums?

Answer. I cannot tell you.

Question. Did you make those payments in checks?

Answer. Yes, sir.

Question. Within the next sixty days?

Answer. Yes, sir.

Question. On occasions when he called for it?

Answer. Yes, sir; but I did not pay them out of that $115,000. That money went into my bank account.

Question. Can you recollect in about what amounts you made those payments to Irving?

Answer. No, sir, I cannot; as many as four payments.

Question. Your check book will show?

Answer. Yes, sir.

Question. Have you your check books here?

Answer. No, sir.

Question. You were subpœnaed to bring them?

Answer. Yes, sir.

Question. Why did you not bring them?

Answer. I have not got any. These are all the books I have, (exhibiting some bank books.)

Question. You have just stated that your check books would show the payments you made Irving?

Answer. I have not any check books. When I went to Albany I made up my mind that I had been doing a large usurious business in Wall street; that I had been making money by taking usury; and, after I became a legislator, I came back and said, "Good bye, Johnny, I will destroy everything; I do not want anything to do with these books hereafter."

Question. Do you mean to say that you have destroyed your check books for the months of March, April, May, June, July, August, and September, 1857?

Answer. Since the first of January, 1856.

Question. Destroyed all of them?

Answer. Yes, sir.

Question. With what banks did you keep your accounts during these months?

Answer. The Marine Bank, Bank of the Republic, and Bank of the State of New York. You can readily see by these remaining books that I have here the amount of money I received and used.

Question. Would those check books have shown the amounts, and to whom you had drawn checks during those months?

Answer. Sometimes they would, and sometimes they would not.

Question. You have destroyed your check books?

Answer. From 1856 up to the time I went to Albany.

Question. You have destroyed your check books for the two years of 1856 and 1857?

Answer. Yes, sir.

Question. When were they destroyed?

Answer. I think in the month of January, or it may have been in the month of February; my impressions are that it was in the month of February.

Question. Was it after this investigation was ordered by the House of Representatives?

Witness. I should think not. When was it ordered?

The Chairman. Early in February.

Witness. My impressions are that it was before.

Question. Are you not certain that they were destroyed after you had notice that there had been an investigation ordered by the House, in relation to this matter?

Witness. Well, I am ready to answer that question; that is, is that a fair question to put?

The Chairman. I ask you whether you are not certain that the books were destroyed after this investigation was ordered?

Mr. Florence. I think it involves no question. I destroy my check books.

The Chairman. I ask Mr. Schell whether he did not destroy the books after he learned that this investigation had been ordered?

Witness. I think it was about the 20th of February I destroyed them.

Question. When you learned that this investigation had been ordered, had it any influence upon your mind in inducing you to destroy the books?

Answer. It may have had; but I do not think it had much, from one simple fact: I sent for Mr. William C. Wetmore, and, says I to him, "I am going to destroy my check books; I do not know any of these things, and I do not know what the result will be, and I will not have my usurious transactions shown up to the public." Says he, "They cannot call for those books."

Question. After this investigation was ordered you consulted with your lawyer, William C. Wetmore, and destroyed all these books?

Answer. Yes, sir.

Question. What became of the checks?

Answer. I have always been in the habit of destroying my checks, more or less.

Question. Do you mean to say that you have destroyed the checks drawn by you during the months of March, April, May, June, July, and August, 1857?

Answer. Yes, sir; and August, 1856, too.

Question. When did you destroy those checks?

Answer. At the same time I destroyed the check books.

Question. During the months of March, April, May, June, July,

or August, 1857, did you draw any check in favor of Mr. R. W. Latham?

Answer. I have been in the habit of often drawing checks in favor of Mr. Latham.

Question. I ask you whether you drew any in his favor during those months?

Answer. Yes, sir.

Question. During those months did you draw any check in his favor by which he derived any benefit from the sale of this Wilkins' Point property to the government?

Answer. No, sir.

Question. You did not?

Answer. No, sir.

Question. Was he in any manner, directly or indirectly, interested in the proceeds of that sale?

Answer. Not to my knowledge.

Question. Do you not know that he was interested?

Answer. How could I know it. Mr. George Irving bought this property, and sold it, and transacted the business.

Question. Do you not know that he was interested, from his statements or from Irving's statements to you?

Answer. No, sir.

Question. You do not know that?

Answer. No, sir.

Question. Did you in the months of March, April, May, June, July, or August, draw any check or checks in favor of Prosper M. Wetmore?

Answer. Yes, sir; I have always been in the habit of loaning him money.

Question. How much?

Answer. I cannot tell how much.

Question. Did you take any memorandums?

Answer. His memorandum checks.

Question. He does not owe you anything?

Answer. No, sir.

Question. How much did you let him have during those months?

Answer. When I say he does not owe me any money now, he does owe me some; he owes me $8,000, or $10,000, probably.

Question. What security have you for it?

Answer. I have not any.

Question. Is General Wetmore a man of property, or is he in insolvent circumstances?

Answer. That I do not know anything about; I have been in the habit of doing a great deal of business with him and having his checks?

Question. Had you a great deal of business with him and his checks during the months I have referred to?

Answer. Yes, sir.

Question. Did he inform you that he had any interest in the sale of this property at Wilkins' Point to the government?

Answer. That I do not know; he was talking about it a good deal.

Question. There was a good deal of talking between him and yourself in relation to it?

Answer. He was talking about it.

Question by Mr. Hall. Did you ever loan Mr. Prosper M. Wetmore any money on the ground that you supposed that he was interested directly or indirectly in this Wilkins' Point affair?

Witness. How am I going to understand that question?

Mr. Hall. The question is, Did you loan Mr. Wetmore any money during these months, or at any subsequent time, on the ground that he had some interest, direct or indirect, in the proceeds of the sale of Wilkins' Point to the government?

Answer. I do not think I did; still——

Mr. Hall. Was there ever any conversation between you which led you to suppose that his interest in that sale might be an element of his responsibility?

Answer. It certainly had some influence with me; but still I do not know the fact that Mr. Wetmore was engaged in this matter.

By Mr. Florence. Because you had some reason, or supposed you had some reason, to believe that he was in some way interested in this sale, you had an idea that you would get your money back?

Answer. Yes, sir.

By the Chairman. Did you not lend him money during the months of June, July, or August, to be reimbursed out of the money to be received from the government?

Answer. No, sir; not outside what I advanced to George Irving.

Question. What was the understanding between Mr. Irving and yourself in relation to these advances?

Answer. That I was to be paid $5,000 commission.

Question. When was that agreed to?

Answer. In the month of July, that I was to be paid $5,000.

Question. When did you make the understanding?

Answer. In the month of July.

Question. What time in that month?

Answer. It must have been very near the first. It was the latter part of June or the first of July.

Question. Where did you have this understanding with him?

Answer. My impressions are that I went in Prosper M. Wetmore's office; no, I may have talked with his lawyer, William C. Wetmore; my impression is, I did talk with him.

Question. Then it was with his lawyer, and not with Irving, that you had this understanding?

Answer. That is my impression.

Question. Have you no interest in the proceeds of that purchase?

Answer. No, sir.

Question. None whatever?

Answer. No, sir.

Question. Directly, or indirectly?

Answer. No, sir.

Question. And do I understand you to say that this $50,000 which you say Irving has your note for, is a *bona fide* indebtedness from you to him, in which nobody but Irving has any interest?

Answer. Not that I know of. I owe Mr. George Irving $51,700.

Question. Is it a *bona fide* indebtedness, in which nobody but Irving has any interest?

Answer. None that I know of.

Question. Do you not know whether Mr. Mather has an interest in this purchase?

Answer. No, sir.

Question. Has he never conversed with you in relation to the purchase?

Answer. Yes, sir.

Question. During what months?

Answer. In July, I think.

Question. After you had received the $115,000 or before?

Answer. Both after and before.

Question. State the substance of the conversation he had with you?

Answer. That would be impossible. You can readily see that from the amount of business I was doing I had no attention to pay to anything. A man might come into my office and talk to me, and it would go in one ear and out at the other.

Question. Did Mather state to you that he took an interest in the sale of this property by Irving to the government?

Answer. He may have done that.

Question. Did you not know that he took an interest in it of your own knowledge, as well as from his statements?

Answer. No, sir; I did not.

Question. According to the best of your recollection what did he say to you in the month of July, 1857, in relation to the sale of this property to the government?

Witness. In what way.

The Chairman. In any way in relation to the purchase of this property or its sale to the government?

Answer. I do not remember.

Question. When did he inform you that this property had been purchased by the government?

Answer. My impression is that I got my information from George Irving about that.

Question. About the purchase by the government?

Answer. Yes, sir; that is my impression.

Question. Did you at any time, out of the proceeds of the sale of this property to the government, give any portion of it to Mr. Mather, for his interest in it?

Answer. No, sir.

Question. Do you swear that he had no interest in the purchase and sale of that property of your own knowledge?

Answer. I do not know that he had.

Question. Did you not understand from him that he had?

Answer. He may have told me so.

Question. Did he not tell you that he had an interest in it, through Mr. Irving, in the month of July, or at any other time?

Answer. Well, I do not remember about it.

Question. Was he not to your knowledge appointed by the War Department to sell some property of the government?

Answer. I was told when I was in Washington, in the Fort Snelling case, that he was.

Question. Did you not know he had an interest? Did he not tell you he had an interest, through Mr. Irving, in this purchase of Wilkins' Point?

Answer. I do not think he did; but still he may have told me.

Question. Your relations with Mr. Mather have been of an intimate character?

Answer. Yes, sir.

Question. How long have they been so?

Answer. About two years.

Question. Had you, during the months of March, April, May, June, and July, 1857, business relations with Mr. Mather?

Answer. Yes, sir.

Question. In real estate?

Answer. Yes, sir.

Question. And negotiating paper for him?

Answer. No, sir.

Question. In what real estate?

Answer. Fort Snelling.

Question. Outside of that, any other?

Witness. Is that a proper question?

The committee, after consultation, decided that it was.

Witness. No, sir; I do not think I had.

Question. Had you any interest in this Wilkins' Point property with him?

Answer. I was not interested in it.

Question. Do you say he had no interest in it?

Answer. Not that I know of. He might have had with Irving, for aught I know.

Question. Did you not understand from Irving that there were some other men interested in the purchase with him?

Answer. I did not so understand from Irving?

Question. Did you not so understand from Prosper M. Wetmore?

Answer. I do not know whether I did or not?

Question. Did you so understand from anybody?

Answer. No, sir; I do not think I did

By the Chairman. You ought to remember, Mr. Schell. It must be fresh in your memory whether any other parties were or were not interested in that sale.

Witness. There may have been. I do not know the facts.

Question. Do you not know from Prosper M. Wetmore's statements to you, or the relations he had with you, that he was interested in that sale to the government?

Answer. No, sir; I do not.

Question. Will you swear that Prosper M. Wetmore was not interested in the purchase?

Witness. How could I do that?

Question. What induced Prosper M. Wetmore to take so much interest in this purchase and sale?

Answer. He lives down there. I do not know anything about it. He lives within a mile of George Irving; so he has told me. I have never seen Willett's Point or Fort Snelling either.

Question. That note which you gave Irving is payable in one year?

Answer. Yes, sir.

Question. Is there not some understanding between you, orally or in writing, in relation to its payment——

Answer. No, sir.

The Chairman. Wait one moment. Or that other parties than George Irving have an interest in it?

Answer. No, sir; not with me at all.

Question. With any one else?

Answer. Not that I am aware of.

Question. You went with George Irving to receive the $115,000?

Answer. Yes, sir.

Question. Did you make any representation to him upon which you based your desire to receive the money?

Answer. Yes, sir; that I was in want of money.

Question. Did he, at the time and place where he received the draft, endorse it over to you?

Answer. I think we called into somebody's office, where he endorsed it; but it may have been otherwise.

Question. You received the draft from your lawyer, Mr. William C. Wetmore, who brought it on?

Answer. No, sir; my impression is the draft was mailed to Mr. Gillmore.

Question. Your lawyer, Mr. Wetmore, informed you that the draft had been sent on?

Witness. No, sir; not my lawyer, Mr. Irving's lawyer; he brought me the information.

Question. You sent him on to close up the business, and on his return he informed you that the draft was on its way to Lieutenant Gillmore?

Answer. Yes, sir.

Question. Did you have an understanding that the draft was not to be paid over to Irving until you saw him, and could be with him to receive it, in order to protect yourself in the advances you had made?

Answer. No, sir.

Question. What induced you to go with Irving to Lieutenant Gillmore's office to get this draft?

Answer. I wanted the money.

Question. You wanted the money to reimburse yourself?

Answer. Yes, sir.

Question. It was that induced you to go with Mr. Irving?

Answer. Yes, sir. I offered Mr. Irving $5,000 if he would give me back the money I had advanced.

Question. When was that?

Answer. Before they came to Washington to get the money; I was afraid there might be something about it I did not know.

By Mr. Florence. You were afraid you might lose your money?

Answer. Yes, sir; and I wanted the money, too.

By the Chairman. When was it that you first received intelligence that the government would take the property at $200,000?

Answer. I think William C. Wetmore, or Irving, or Prosper M. Wetmore, showed me a contract of acceptance by the government.

Question. When was that?

Answer. My impression is that it was in June.

Question. Was it not on the same day, or immediately after, you had advanced the $9,000?

Answer. Oh, no; I advanced $10,000 before I heard of the acceptance by the government. It must have been advanced, possibly, in May.

Question. What security had you at the time you made the advance?

Answer. Not any. I have been in the habit of advancing $200,000 without security. I knew George Irving was good; I was satisfied about that.

Question. Had you any security when you advanced this $10,000?

Answer. No, sir; nor when I advanced the $20,000, or the $18,000, to pay that mortgage.

Question. Did you not make these advances subject to an agreement that this $115,000 was to be paid to you, that you might be protected in your advances?

Answer. The money was paid over to me.

Question. Did you not make these payments with the understanding that the money was to be paid over to you?

Answer. That was not specified; I had no understanding.

Question. Was there no understanding between Prosper M. Wetmore and you to that effect?

Answer. I do not think there was; still there may have been. I did not talk much about it.

Question. You desired to be secured in having your advances paid back to you?

Answer. Yes, sir; I became very much frightened that the government did not fulfill its contract.

Question. You would have been willing to have given Irving $5,000 to have got out of it?

Answer. Yes, sir; and would have been mighty glad to do it.

Question. Were you in Washington during the months of March and April, 1857?

Answer. Yes, sir.

Question. Did you call at the War Department?

Answer. Yes, sir.

Question. Who did you see?

Answer. Governor Floyd.

Question. Did you see Governor Floyd in the month of April?

Answer. If I was in town I saw him. I do not know whether I was in town or not; Willard's books will show that.

Question. If you were in town in April you saw Governor Floyd?

Answer. Yes, sir.

Question. Did you see him in relation to the intended purchase of this property by the government?

Answer. No, sir.

Question. You had no conversation with him in reference to it?

Answer. No, sir.

Question. When did you hear that the government had agreed to purchase from Irving at $200,000?

Answer. I think that was in June, and Mr. William C. Wetmore, Prosper M. Wetmore, or George Irving told me.

Question. In relation to what business had you an interview with Governor Floyd in April?

Answer. I always go to see him; I have been to see him now; I had no business with him. I have been to see the President.

Question. Had you any business with him in the month of April, 1857? Were you not informed by Latham that the government had purchased, or agreed to purchase, this property?

Answer. I do not think I was.

Question. Are you certain that you did not learn it from him? Bear in mind that the government accepted Irving's proposition on the 28th of April.

Answer. I did not know that; I thought it was in June.

Question. Were you not informed by Latham at the time that the government had accepted the proposition of Irving?

Answer. No, sir, I was not. I know it from the fact of their showing me the contract—George Irving or one of the two Wetmores.

Question. When was that?

Answer. I thought the operation was in June; I must have seen it probably within a week after it was done.

Question. After you saw that contract did you not state to Governor Floyd, when you were on here, that you had made some advances to effect the purchase of this land by the parties who had sold it to the government?

Answer. I came on here with the papers in the month of June, I think. I was very much alarmed about my money, and I came on here and went to the War Department, and saw the Secretary of War, and said: "Sir, I have brought on the titles to this property at Wilkins' Point. I have got frightened, and want to know whether these are all right. I want my money back that I have been advancing." Says he: "The department has nothing to do with anything of that kind. The government has bought the property. You have got to make your title clear to the Attorney General, and whenever your title is perfected, and the Attorney General certifies to it, you will be paid." That was in June, and I think it was the only conversation I had with him on the subject.

Question. Did you not inform Latham that you had made these advances, and had, to that extent, an interest in this purchase before the title was passed to the government?

Answer. I may have done so.

Question. Do you not recollect having done so?

Answer. I do not.

Question. Did you never ask him to look after and protect your interests with the government on account of these advances you had made?

Answer. No, sir; I do not think I ever had any conversation with him about it.

Question. What did you do after your conversation with Floyd?

Answer. I went back to New York, and went to see McKeon.

Question. You say you had the papers with you when you came in; what papers?

Answer. The deeds of Willet's Point.

Question. To whom?

Answer. To the government; that is my impression; I never looked at them.

Question. Who told you?

Answer. William C. Wetmore.

Question. You returned to New York?

Answer. Yes, sir.

Question. You did not see the Attorney General?

Answer. Yes, sir; I think I went to see him, but I do not know what I said to him.

Question. Did you go and see McKeon?

Answer. No, sir; I did not go to see McKeon; I went back and told William C. Wetmore that those papers were not satisfactory.

Question. Why were they not satisfactory?

Answer. I do not know, I am no lawyer; William C. Wetmore then took the papers to get them in proper order.

Question. Did you go to see McKeon at all?

Answer. Yes, sir; when Wetmore came on here he telegraphed to me.

Question. Did Wetmore come on here to close up the transaction?

Answer. That was my impression.

Question. Was not that your understanding?

Answer. Yes, sir.

Question. In the month of July, 1857, were you the owner of real estate in your own right in the city of New York?

Witness. I cannot see what bearing that question has upon the case.

The Chairman. I think it has a bearing.

Mr. Florence. I do not see what personal matters have to do with the investigation. (After consultation, the committee decided to require an answer to the question.)

Answer. I really do not know; I think I was.

Question. To what amount?

Answer. It may have been to $5,000 or $10,000.

Question. Do you not know whether you owned property in your own name in the city of New York, in July, 1857?

Answer. I have owned it to the extent of $5,000 or $10,000; and I think I do now, in my own name. It is in out of town lots.

Question. Did you own more than that?

Answer. No, sir; I am positive I did not.

Question. If you had been required to give real estate security in your own name, in July, 1857, to the amount of $10,000, could you have done it?

Answer. No, sir; I could not have done it.

Question. Did you loan your brother Augustus any of this money you received from the government?

Answer. Not one dollar.

Adjourned.

WEDNESDAY, *May* 12, 1858.

Committee met at 10 o'clock.

Present—The chairman, (Hon. John B. Haskin,) Mr. Hopkins, Mr. Florence, Mr. Hall, and Mr. Wood.

RICHARD SCHELL, recalled. Examined by the Chairman:

Question. You stated, in your examination the other day, that Mr. Prosper M. Wetmore brought you a book containing all the appropriations for fortifications; do you know where Mr. Wetmore got that book?

Witness. No, sir. Did I state that I got it from Mr. Wetmore?

The Chairman. You did.

Witness. Well, I think so; but I cannot swear positively to that.

Question. You stated that you gave Prosper M. Wetmore the first $1,000 that was paid. Did you give it to him on his own account, or on account of George Irving?

Answer. On account of George Irving, as I understood.

Question. Did you then have an understanding with Prosper M. Wetmore as to the commission you were to receive for advancing the money?

Answer. No, sir.

Question. How long after this was it that you did have an understanding?

Answer. I think I gave him the $1,000 in April, and I think it was in May or June that I had the understanding.

Question. Had you the understanding when you advanced the $9,000?

Answer. No, sir; I think not.

Question. When was it that you advanced the $9,000, according to the best of your recollection?

Answer. I think in May; it was either in May or June.

Question. Mr. Prosper M. Wetmore gave his check some time in April; was it after the date of that check that you advanced the $9,000?

Answer. I do not know anything about Wetmore's check.

Question. Who did you advance it to?

Answer. To Mr. Wetmore on account of George Irving. No, I did not advance it to Mr. P. M. Wetmore. I went over and paid it to William C. Wetmore.

Question. The $9,000?

Answer. Yes, sir.

Question. And did he pay that $9,000?

Answer. Yes, sir.

Question. When was that?

Answer. Possibly in June.

Question. Was Mr. R. W. Latham with Prosper M. Wetmore when he brought you the book containing the appropriations for fortifications?

Answer. No, sir.

Question. Was he with Prosper M. Wetmore at any time when Mr. Wetmore spoke to you in relation to advancing this money?

Answer. No, sir.

Question. When R. W. Latham asked you whether the government was purchasing this property at Wilkins' Point, did you not tell him that it was, and converse with him upon the subject?

Answer. I do not think I did.

Question. Are you certain that you did not?

Answer. That is my impression.

Question. Your impression is that you did not?

Answer. Yes, sir.

Question. Did not Mr. R. W. Latham offer himself to you or to Mr. Wetmore to expedite the negotiations for the sale of this property to the government?

Answer. Not to me. What he may have said to Mr. Wetmore I do not know.

Question. You have testified that you are not now in business, and you have stated that you have a great part of the $115,000 received from the government on account of this purchase in your business; what did you mean by that?

Answer. I meant to say that I had a good deal of business on hand yet to close up.

Question. That is your answer to the question?

Answer. Yes, sir.

Question. You stated that you gave your note for $51,768 75 to William C. Wetmore for Mr. Irving?

Answer. Yes, sir; that is my impression.

Question. And you thought in December?

Answer. Yes, sir.

Question. Are you certain that it was not later than that?

Answer. I said it was either in December or January. I think it was not later than January.

Question. You have stated that you conversed with William C. Wetmore in relation to destroying your check books, in consequence of the large usurious business you had been doing?

Answer. Yes, sir.

Question. Did you give him the note before you had that conversation with him?

Answer. Before.

Question. How long before?

Answer. I should think it was thirty days before.

Question. Did you give him that note before you went to Albany in January?

Answer. No, sir; I came down from Albany in January.

Question. And then you gave him the note?

Answer. Yes, sir.

Question. How long was it after you had been in Albany, attending to your senatorial duties, that you returned to New York and gave him the note?

Answer. My impression is fifteen days; it may have been twenty.

Question. Had you an understanding with Prosper M. Wetmore,

George Irving, R. W. Latham, or William C. Wetmore, that the $115,000 was all to be paid over to you?

Answer. No, sir; I had no understanding with Prosper M. Wetmore or R. W. Latham; George Irving paid me over the money.

Question. Had you an understanding with him to that effect?

Answer. No, sir.

Question. Had you any conversation, or did you ever make any agreement, with these gentlemen, or either of them, as to the disposition of this money after it should be paid by the government?

Answer. No, sir.

Question. Did Irving give you authority to receive that money, and to keep it in your business?

Answer. Mr. Irving gave me no authority, excepting this: the money was payable in New York, and the day it was paid I went up to Lieutenant Gillmore's office with Mr. Irving, and after he received the draft, he endorsed it over to me.

Question. That is all?

Answer. That is all.

Question. With whom have you had an understanding that you are to pay interest on this note of yours for $51,768 75?

Answer. I have had an understanding with William C. Wetmore; he is the man I have done all the talking with. My note is drawn without interest, but it is an error.

Question. Have you had any understanding with William C. Wetmore upon that subject?

Answer. No, sir.

Question. How do you know that you advanced $20,000 to pay off the mortgages before the $115,000 was paid to you?

Answer. Mr. Willam C. Wetmore came to me that morning and said he had agreed to pay that amount of money, and wanted it; that is, the morning I got the money. I did not go up to Mr. Gillmore's, I think, until about 11 o'clock.

Question. Then it was on that morning that you advanced the $20,000?

Answer. No, sir; there was still a mortgage upon the property of $17,000 or $18,000.

Question. You have stated that you advanced $20,000 or $25,000, in addition to the $10,000.

Answer. That was before I received the money.

Question. How do you know that?

Answer. Only from the simple fact that I got the check on the 9th of July.

Question. And when did you pay this?

Answer. My impression is, on the 2d or 3d of July; it was before the 9th of July.

Question. Mr. Wetmore paid those mortgages on the 3d of July; was it on that day that you advanced the money?

Answer. I advanced the money the day he paid the mortgages.

Question. Did you never inform your brother Augustus of your advancing this money on account of the purchase of this Wilkins' Point property?

Answer. No, sir; never.

Question. Do you and him live in the same house?

Answer. Yes, sir.

Question. And have for years?

Answer. Yes, sir.

Question. You came on here with the papers connected with this title?

Answer. Yes, sir.

Question. In the month of June last?

Answer. Yes, sir.

Question. Mr. Wetmore came on here on the 3d or 4th of July?

Answer. Yes, sir.

Question. What part of June were you here?

Answer. It must have been in the latter part.

Question. Was Mather here at that time with you?

Answer. Not that I saw or knew of.

Question. Did you call on the Attorney General when you were here in June, or on Mr. Gillett?

Answer. No, sir; I think not. I called upon the Attorney General, but I do not think I submitted the papers to him, because the Secretary of War told me that he had nothing to do with it, and could not do anything unless the Attorney General was satisfied with the title; and then he glanced over the papers I had, and said that he did not think the Attorney General would take those papers.

Question. Did you then call on the Attorney General?

Answer. I called on him, but my impression is that I said to him, "I have some papers here, and find that they are informal."

Question. What was the informality?

Answer. I do not recollect. I was very mad about it, because I wanted the money very much.

Question. Did Mr. Mather call on the Attorney General at your request?

Answer. I saw him in New York and told him that it was very important to have the money, and if he was going to Washington that I would like him to attend to it for me.

Question. Did he attend to it?

Answer. He said he would do all he could.

Question Did he see the Attorney General in relation to it for you?

Answer. I do not know; my impression is, he did.

Question. Are you not a banker or broker in New York?

Answer. No, sir; I do not consider myself such.

Question. Have you not an office in the Merchants' Exchange?

Answer. Yes, sir; I do very little business, if any; I say I am not doing any business, but you know I am closing up my things as fast as I can.

Question. Your office is in the same place it was in July, 1857?

Answer. Yes, sir.

Question. Do you know why the passing of the title of the Wilkins' Point property was taken from McKeon?

Answer. I do not; but my impression was, that it was taken from him because I wanted the money very much.

Question by Mr. FLORENCE. You wanted the business hastened?

Answer. Yes, sir.

Mr. FLORENCE. It was in his hands kept without action?

WITNESS. It looked so to me. I learned from Mr. William C. Wetmore that a part of the title papers were in the hands of Mr. McKeon, and I called at his office and found there a gentleman by the name of Joachimsen, who had been on here with them, but had done nothing, and when I wanted the papers so as to have the matter fixed and the money paid over, he was at Newport.

Question. Who, Mr. McKeon?

Answer. No, sir; Joachimsen. I think I telegraphed him to come on to New York; that I would make it to his interest if it could be done legally, for I wanted the money so much, and that I would have given him $1,000 if he had called in my office and said he would do it.

Question by the CHAIRMAN. Was money in such demand then?

Answer. It was not tight then, but it began to show indications of tightness. I could borrow it at seven per cent., but I could get from one-eighth to one-quarter per cent. a day for it.

Question. Have you since January last kept a bank account?

Answer. Yes, sir; I keep it now.

Question. Have you your bank book since that time?

Answer. Yes, sir; but I have not got it here.

Question. Have you your checks?

Answer. No, sir.

Question. Have you your check books for 1853, 1854, and 1855?

Answer. I do not think I have.

Mr. FLORENCE. I wish the witness would go on with his narrative in relation to the communication he had with Mr. McKeon's office in New York. He says he telegraphed to Joachimsen; what followed?

WITNESS. That is all about it.

Mr. FLORENCE. And was his absence the reason why the title papers were taken from the office of the United States district attorney, Mr. McKeon?

Answer. Yes, sir.

Question by the CHAIRMAN. Did you not get on without Mr. McKeon, or Mr. Joachimsen?

Answer. Yes, sir; Mr. Wetmore said that he could do the business.

Question. You have stated that you paid George Irving $10,000 or $12,000, on account of this money which you received on the 9th day of July; did you pay any part of that to Prosper M. Wetmore for George Irving?

Answer. I do not think I did; my impression is that I paid it to George Irving.

Question. Do you recollect when you paid it?

Answer. It is my impression I paid it in July and August.

Question. In one or more payments?

Answer. I should think as he called for it.

Question. How many payments do you recollect having made him?

Answer. I do not recollect.

Question. As many as four?

Answer. There may have been.

Question. Where did you make those payments?

Answer. At my office.

Question. Have you paid him anything on account of the $51,768 75 you received from him, over and above the $10,000 or $12,000?

Answer. No, sir.

Question. You stated that you have discounted some notes for Governor Floyd, at the instigation of R. W. Latham. Have those notes been paid?

WITNESS. Well, if that, gentlemen, is a proper question, I will answer it with pleasure. It is my private business, and I do not think the committee have any right to inquire into it.

By Mr. HOPKINS. Has the question any connexion with the purchase of Wilkins' Point?

WITNESS. No, sir; none at all.

Mr. FLORENCE. I object to this whole thing. I have no hesitation in saying, as I did the other day, that I cannot for my life see what the question has to do with this transaction, or why the private business of gentlemen must be brought up in connexion with it; but, Mr. Schell, you have already testified that you did discount these notes, and I submit to you whether it would not be proper now to answer whether they have been paid or not. It is my opinion that it is the duty of the committee to review this testimony and strike out all relating to private transactions which has no bearing upon this investigation. I would prefer that. I do not think that we are sitting here as an inquisition to inquire into the private transactions of any citizens. I think we have travelled out of the way altogether, and consumed time unnecessarily. I think, as I said to the chairman yesterday, that we ought to review the testimony and see how far we have gone beyond the duties we were appointed to fulfil.

Mr. WOOD. In regard to that portion of the remarks of the gentleman from Pennsylvania which relate to striking out parts of the testimony, I think it would be improper for the committee to do anything of the kind. It is our duty to report all the evidence we have to the House.

The CHAIRMAN. I will state to the committee that I have no objections to imputations being cast upon the questions I deem it proper to propound to the witness. I want it distinctly understood that the witness has testified that in the months of April, May, June, and July, 1857, he discounted paper for Governor Floyd, through Robert W. Latham.

Mr. FLORENCE. The Chairman will do me the justice to say that I objected to the question which drew that out at the time it was asked.

WITNESS. And so did I.

The CHAIRMAN. I think it was the most pertinent question put during this investigation; that is my opinion about the question.

Mr. FLORENCE. I did not know what object the Chairman had, and I said that it did not strike me that it was a pertinent question; but, [to the witness,] you answered it.

WITNESS. I objected to it, however.

Mr. HOPKINS. The gentlemen of the committee will do me the justice to acknowledge, that up to this time I have interposed no

objection to any of the questions which they have submitted to the witnesses. As the immediate representative of the Secretary of War, I have been willing, as I know he has been desirous, that the widest range should be given to the investigation in relation to this purchase; but I think, in all reason, that the questions should be confined to the matter under investigation. If the discounting of these notes had anything to do with the sale and purchase of this property, it is a proper subject of inquiry, and the question should be answered; but, if it had nothing to do with the transaction, it is private business which I do not think ought to be brought in here.

The CHAIRMAN. I submit to the committee how we are to discover the relation which such a transaction as this may bear to the matter under investigation, unless a question is allowed to be put which will draw it out. The witness has testified that he discounted these notes; now I want to know whether they have been paid.

Mr. HOPKINS. I only object to the question because it is dragging the private business transactions of gentlemen into this investigation, which may have no possible connexion with it; and I suggest to the chairman that he modify his question so as to make it bear some relation to the subject under investigation.

Mr. WOOD. I was absent from the city at the time of the former examination of this witness, and therefore do not know what connexion this question has with his evidence given then; and I should like to have an opportunity to read it over before deciding as to the propriety of the question.

The CHAIRMAN. In the months of June and July, 1857, the witness discounted Governor Floyd's paper to the amount of $20,000 for Mr. Robert W. Latham, Governor Floyd's private agent. This was about the time that the $115,000 was paid by the order of Governor Floyd to Richard Schell for this property, and I desire to know whether that paper was discounted out of this money which Mr. Schell received from the government. And I submit further, I care not who it may affect, that the Secretary of War employed Richard Schell, through his private agent, as his broker, when he understood that he was the broker of George Irving, and the question is pertinent as going to show the facts and circumstances connected with the purchase of the property and the character of the whole transaction. Mr. Latham has been subpœnaed, and he has seen fit not to answer the summons. When Mr. Latham comes here, as I have no doubt he will, he may clear up the whole surroundings of this transaction; but in his absence we must get at the facts the best way we can. If the gentlemen of the committee overrule the question, the inference to the country will be that Governor Floyd——

Mr. FLORENCE. I submit that we are not discussing what the consequences may be, or what inferences the country may draw from this investigation.

The CHAIRMAN. Well, I have stated my object in asking the question.

Mr. FLORENCE. The committee will recollect that Mr. Schell declared, on his previous examination, that the discounting of these notes was

a transaction made without reference to anything connected with the purchase of this property.

The CHAIRMAN. The witness said that he did not know Governor Floyd in the transaction; that the paper was brought to him by Robert W. Latham, and he discounted it.

Mr. FLORENCE. That is what I remarked; and hence, having no relation to this purchase, according to his testimony, before this committee under oath that it had no relation whatever to this purchase, but that this paper came to him through the usual business avenues; if he is to be believed, it is but just to say or to think that the Secretary of War had nothing to do with this transaction, and that the paper discounted for Mr. Latham, or for the Secretary of War, if you choose, or for any other parties, was done in the usual business way.

Mr. HOPKINS. I wish to make this personal explanation: Governor Floyd's brother-in-law, Mr. Preston, owns an immense property in Washington county, Virginia, worth one to two million of dollars; a salt property; and these notes may have been discounted for his account. In addition to that Governor Floyd and his brother have a large coal property and salt property in Kentucky; and if that money had been necessary to their operations there, would it be an uncommon thing for Governor Floyd to apply for a loan to Mr. Schell? Still, if the discounting of these notes can in any way be connected with the purchase by the government of the property at Wilkins' Point, I open the door wide to have it appear; but until it is shown, I do not think we treat the Secretary of War right in thus prying into his private matters.

Mr. HALL. Would it not be better to inquire of Mr. Schell whether he knows, or has any reason to believe, that the discounting of these notes was in any way connected with the purchase of this property?

The CHAIRMAN. I submit whether it is not a pertinent question to ask whether these notes have been paid?

Mr. FLORENCE. The question might affect a man's business reputation. Suppose the notes have not been paid, in consequence of the late revulsion, but have been renewed. I submit whether it is proper that a private business of this kind should be published to the world to be thought a dereliction or pecuniary defalcation, which has grown out of circumstances over which they had no control? We have no right to sit here as an inquisition into the private affairs of gentlemen, whether they be high or low, simply because, in the exercise of their official duties, they have had some association with brokers. Indeed, I cannot recollect what association Mr. Schell had with the matter, except to loan the money, and it seems he was the most frightened man, and the most likely to be injured.

At the request of the committee, the witness here retired to give them an opportunity to further consult.

The CHAIRMAN. I wish to state briefly to the committee my views in reference to Gov. Floyd's conduct in this matter. We find that the negotiations for the purchase of this property were taken out of the hands of the engineer department, about the 31st of March, by the Secretary of War, and that two or three days after an offer to sell the

property to the government was made by Mr. George Irving. This Mr. Irving, the evidence shows, had not a dollar in the world to advance towards the purchase of the property which he thus offered to sell to the government; and the money which he did pay on it, the $1,000 and the $9,000, was advanced by Mr. Richard Schell, who, for the time, was employed as his banker and broker, through Prosper M. Wetmore. We find, at this very time, Mr. Richard Schell was the banker and broker of Gov. Floyd. The time when this purchase could have been made by the government at a saving of $85,000 or $100,000, was allowed to pass by the Secretary of War, who, upon a letter signed by Irving, submitting an offer to sell the property to the government, never having seen Irving, but through the instrumentality of some third parties, he accepted the offer of Irving, and agreed to pay $200,000 for the property—$50,000 more than the appropriation made by Congress for that purpose. I say these are circumstances which throw a suspicion upon the *bona fides* of this transaction, showing, as they do, a combination between the parties who sold to the government, and the government itself through its agents.

As to showing the relation which the question I put the witness bears to the subject under investigation: suppose, if you please, that the money with which Schell discounted this paper of Gov. Floyd, was the identical money which he received on the 9th of July from the government, is not that a circumstance to go to the House in connexion with this investigation. I also submit that the simple fact as to whether those notes have been paid or not, is, considering the questions already put and answered, necessary for the justification of Governor Floyd, if his skirts are clean in this transaction. Suppose these notes were given with the understanding that they were not to be paid; that this transaction was to blot them out of existence, should we not ascertain it and report it to the House. For the protection of Governor Floyd's honor, if for nothing else, it is necessary that the witness should answer this question. I am perfectly willing that the question shall be overruled if the judgment of the committee is against it. I have no feeling about it.

Mr. Wood. I think that, after what the Chairman has said, not having heard the testimony of Mr. Schell when he was first before the committee, it would be well to pass it over for the present. From the explanation the Chairman has just given, I think it may be advisable to have the question answered, but I would like first to see the testimony of Mr. Schell, given in his previous examination.

The Chairman. There is another thing in this transaction to which I wish to call the attention of the committee, and it is this: Mr. Schell, about the 20th of February, after this investigation had been ordered by the House; after he knew that he would be brought here as a witness, and that his books would be called for, deliberately destroyed his check books for 1856 and 1857, after consulting his lawyer, William C. Wetmore, in relation to it.

Mr. Wood. It is necessary that I should have an opportunity of reading the evidence of Mr. Schell at his first examination.

Mr. Florence. Mr. Schell said that the reason he destroyed his check books was that he had been doing a usurious business, and

that he concluded to give it up when he went up to Albany, and made up his mind to destroy all evidences of his business.

The CHAIRMAN. What is the decision of the committee as to the question? I think that it is due to the honor of Governor Floyd that it should be answered.

Mr. HOPKINS. I do not object to the widest and most comprehensive inquiry into everything connected with this transaction, but I do not think we have a right to investigate the private concerns of citizens of this country having no relation to the facts and circumstances connected with the purchase of this property by the government.

Mr. HALL. Mr. Chairman, I move that the consideration of the question be postponed until to-morrow at 10½ o'clock, by which time the gentlemen who were not present at Mr. Schell's first examination will have an opportunity to examine his testimony.

After some further discussion, without taking a vote on the motion of Mr. Hall, the witness was recalled, and the following question propounded to him:

Mr. HALL. Did you, or did you not, say in your first examination before this committee that this transaction of discounting the notes had nothing to do with the Willet's Point property sale to the government?

WITNESS. Yes, sir; I said so, and I say so now.

Mr. HALL. Have you had any reason to suppose that the discounting of these notes had any connexion with the Willet's Point transaction?

Answer. I had no reason.

Question. Were not some of these notes discounted before the purchase by the government of the property?

Answer. I should think that the transactions between Latham and me commenced in July or August, 1856.

Question. And come down to August, 1857?

Answer. Yes, sir; and come down until to-day.

Mr. HOPKINS. When was the purchase made?

The CHAIRMAN. On the 28th of April.

WITNESS. I commenced discounting these notes before the Presidential election; these Floyd notes.

Question. And you had been in the habit of discounting these notes through Latham all this time?

Answer. Yes, sir.

Mr. HALL. Why not now waive all objection to the question put by the Chairman? I do not see what objection the witness can have to answering it.

Mr. HOPKINS. The only objection I have is of precedent.

WITNESS. I think it is a bad precedent.

Mr. HOPKINS. I think it violates a very sacred right of the citizen.

WITNESS. I deny having had anything to do with the Secretary.

Mr. WOOD. If, as the witness says, he has been discounting these notes for the last eighteen months, I do not see what objection he can have to answer the question.

The CHAIRMAN. Are the committee ready to decide whether the question shall be answered or not by the witness?

Mr. HOPKINS. I do not see that we have any right to put the ques-

tion. That this business was commenced before Governor Floyd became Secretary of War shows that it had no connexion with the purchase of this property.

Mr. Hall If the matter had remained upon the evidence as it was before Mr. Schell made additions to it a few minutes ago, I should myself have been less inclined to object to the question, but as he now testifies that he was in the habit of discounting these notes at a period anterior to this purchase, I do not see that any object can be attained by having the question answered, whilst it is open to the objection that it is inquiring into private matters. Mr. Schell's last statement breaks, in my judgment, the connexion between the question and the subject under investigation, and therefore I incline to the idea that it had better be waived.

Mr. Hopkins. In this whole movement those who might be supposed to be the particular friends of Governor Floyd have interposed no objection to the widest, fullest, and freest inquiry into this transaction. By an express agreement of our delegation no objection was made in the House when this investigation was proposed, and I will not now prevent by my objection the fullest investigation into the particulars of this purchase.

The Chairman. I submit that if this question is overruled, it will prevent me from showing its relevancy to the subject matter under investigation by other questions which would make the connexion between the two. Suppose that with this money received on the 9th of July, Schell had discounted Governor Floyd's notes, with a private understanding that the notes were never to be paid.

Mr. Hopkins. I would not object to a question which had for its object the ascertainment of that.

The question was taken, "Shall the question be put?" and it was decided in the negative.

Yeas: The Chairman.

Nays: Messrs. Hopkins, Hall, Florence, and Wood.

Question by the Chairman. Did you see Mr. R. W. Latham in relation to this Wilkins' Point purchase in the month of July?

Answer. Yes, sir.

Question. Was he in New York on the 8th or 9th of July, 1857?

Answer. I do not know that he was.

Question. He was there in the month of July?

Answer. Yes, sir.

Question. Did you discount any of this paper of Governor Floyd for him on the 9th, or subsequent to the 9th day of July, 1857?

Answer. No, sir.

Question. Did you not discount a note of Governor Floyd for $10,000, or get it cashed in Wall street?

Answer. I have never seen a note of Governor Floyd's to the amount of $10,000.

Question. Did you not, subsequent to the receipt of the $115,000, discount any notes for Governor Floyd?

Answer. No, sir.

Question. Did you see Latham in the month of June, 1857?

Answer. Yes, sir.

Question. Frequently?
Answer. Yes, sir.
Question. In the month of May, 1857?
Answer. Yes, sir.
Question. In the months of March and April, 1857?
Answer. Yes, sir.
Question. Frequently?
Answer. Yes, sir.
Question. Did you on those occasions converse with him in relation to the sale of the Wilkins' Point property to the government?
Answer. I do not think I did; still I may have done so; I do not remember.
Question. Did you inform him, during either of those months, that you had made advances, or was about making advances, to Mr. Irving on account of it?
Answer. My impression is that I did; still I could not swear positively to it.
Question. Did you not, at any time, during the months of March, April, May, June, or July, 1857, request him to look after the protection of your interests here at Washington?
Answer. No, sir.
Question. Do you know whether he had or had not any interest in this transaction?
Answer. I do not.
Question. Did you never understand from Prosper M. Wetmore, or John C. Mather, or George Irving, that he had any interest in it?
Answer. I cannot state that, from one simple fact; my business was so large that I had not much time to devote to anybody?
Question. You ought to remember something connected with this transaction; can you not remember whether in these months you did or did not understand from some one of these parties that he had an interest in this purchase?
Answer. My impression is, I did not.
Question. Are you certain you did not?
Answer. No, sir; I am not positive.
Question by Mr. Hopkins. Your impression is you did not?
Answer. Yes, sir.
By Mr. Florence. You say your business was large, and you did not give much attention to individual matters, but that, so far as your memory serves you, you were not so informed?
Answer. I was not.
Question by the Chairman. You said you commenced discounting Governor Floyd's paper in July, 1856, and continued down to the present time; you did so, I suppose, to a large amount?
Answer. Yes, sir.
Question. To what amount between July, 1856, and April, 1857?
Answer. I cannot tell exactly, but I should think about $25,000.

FRIDAY, *March* 26, 1858.

THEOPHYLACT B. BLEECKER sworn:

Examined by the Chairman, (Mr. Haskin.)

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I am an auctioneer and real estate broker.

Question. Are you in partnership?

Answer. Not at present?

Question. Were you formerly a member of the firm of T. B. Bleecker & Burling?

Answer. Yes, sir.

Question. How long have you been engaged in the real estate business?

Answer. I have been engaged in it, individually, since 1832; twenty-five or twenty-seven years.

Question. Do you consider yourself a good judge of the value of property in the city of New York and vicinity?

Answer. I do in the city of New York, and some parts adjoining, Brooklyn.

Question. There was a certificate of the value of the property at Wilkins' Point sent to the War Department, signed T. B. Bleecker & Burling; will you be kind enough to state under what circumstance that certificate was signed with your name, who signed it, and all you know in relation to it?

Answer. To the best of my recollection, Colonel Prosper M. Wetmore called on me in the spring of 1857, as he stated at the instigation of James B. Miller, and said that he knew I was acquainted with the value of real estate, and wanted me to give him a certificate as to the value of property, which, as I understood at the time, was in Westchester; I had no idea it was at Wilkins' Point. I told him that I could not give the certificate, because I was not acquainted with the property; that if it was anywhere on the island in the city of New York, I could judge of its value; but not knowing it, I declined to certify to its value. I mentioned this the same day, or the day after, to my then partner, Mr. Burling, and he said he was acquainted with the property and could certify to its value. I do not know whether I told Mr. Wetmore, or whether he called again upon me; I think I mentioned it to him to talk to my partner; he did so, and Burling gave him a certificate, and told me afterwards that he had signed the name of the firm.

Question. Did your partner state the value of it at the time?

Answer. I think he said it was worth $1,500 an acre; I am not sure.

Question. Do you recollect the time this occurred; was it in April, 1857, the date the paper bears?

Answer. It may have been about that time, but it does not appear to have occurred so long ago.

Question. You did not sign it or approve of the valuation?

Answer. No, sir; but he told me he had done it.

Question. Did Mr. Prosper M. Wetmore propose to have you go and examine the property?

Answer. No, sir.

Question. Do you know whether your partner examined the property?

Answer. I think he did not.

Question. Did any one call upon your partner or yourself beside Mr. Wetmore?

Answer. No, sir; not at that time.

Question. At any time?

Answer. I think Mr. Irving called afterwards, but I was not acquainted with him. He inquired for Mr. Burling, and I had no conversation with him. I am pretty confident that my partner did not examine the property.

Question. What was paid for signing the certificate?

Answer. I think $50 was paid to each of those who signed it.

Question. Did your partner receive $50?

Answer. Yes, sir.

Question. You are not acquainted with the value of this property?

Answer. I am not.

Question. Do you know any other facts connected with this transaction?

Answer. I do not recollect anything further than I have stated.

Question. Did Mr. Wetmore state who was interested in the sale of this property to the government?

Answer. No, sir.

Question. Did you understand from him or any other parties who were interested in it?

Answer. No, sir. I think he stated that he had no difficulty in getting others to sign the certificate, but he wanted the names of those who were well known.

Question Where does Mr. James M. Miller reside?

Answer. I think his office is in Maiden Lane; he lives at White Plains.

Question. What is your partner's name?

Answer. Ebenezer G. Burling.

Question. You said all who signed the certificate were paid $50?

Answer. Mr. Irving paid it; Mr. Miller, I think, paid it to the concern; and I suppose he received it for himself and the others.

Question. Do you know of this property having been in the market for sale?

Answer. No, sir; I do not. It was for sale some years ago, before Mr. De Ruyter's death. I thought the property was in Westchester when Wetmore came to me.

Question. Did Mr. Prosper M. Wetmore see you more than once upon the subject?

Answer. No, sir; I do not think he came to the office to see me after I told him I could not certify to it; but I think I may have met with him on the street.

ANTHONY J. BLEECKER sworn :

Question. Where do you reside ?

Answer. In New York city.

Question. What is your business ?

Answer. I am an auctioneer and real estate agent.

Question. How long have you been engaged in that business ?

Answer. All my life ; thirty or forty years.

Question. Have you been engaged as extensively in that business as any real estate auctioneer or agent in New York.

Answer. I suppose so ; more than any others.

Question. Are you acquainted with the value of property in the city of New York and Long Island ?

Answer. Yes, sir, generally.

Question. Are you acquainted with the value of property in the town of Flushing ?

Answer. Yes, sir ; I have resided there, and owned property there.

Question. Be kind enough to state what you know of the valuation of this property at Wilkins' Point, and what the intrinsic value of it was in April, 1857 ?

Answer. About that time General Wetmore called upon me and asked me if I could give him a certificate as to the value of this point, stating the amount per acre at which he wished me to estimate it, which was some $1,500, $1,600, or $2,000. The price he fixed was so large that I told him I could not certify to it. I told him distinctly that I could not bring my ideas of the value of the property up to any such price ; that I could have bought it three or four years ago for $35,000 ; and that I did not suppose that in so short a time there had been such a great rise in its value. He said that he did not ask me to give him an opinion, but that I would be well paid for a certificate. I told him that I could not give him a certificate. I was surprised at the great difference in the price between what I had always thought the property to be worth and that he wanted me to give him a certificate that it was worth then. The thing passed from my mind, until about a month after, when Mr. Schell, the collector, called upon me at my office to know if I had given a valuation of the property, or was acquainted with its value. I told him that I had refused to certify to the high prices fixed as the value of the property, and had refused General Wetmore, and referred to parties who knew more about it than I did ; that there might have been some great rise in the value of the property which I did not understand, and could not enter into, and referred him to the late Mayor Mickle, to Mr. Cryder, and to gentlemen owning around there, who had been neighbors of mine when I lived in that vicinity ; and also referred him to Wissmann, who knew most about its value. The matter ended there, until afterwards I heard it was sold to the government.

Question. Did the collector want you to sign the certificate ?

Answer. He did not say so ; he wanted to know what I had done in the premises ; I told him ; he did not tell me his views ; I suppose he wanted to be in possession of the opinion of an expert, so as to ad-

vise about the sale ; but whether it was sold at that time or not, I cannot tell.

Question. Have you lived in the neighborhood of this property?

Answer. Yes, sir ; I lived at a place opposite and a little below, called Throg's Neck Point. Wilkins' Point is around in a little bay further east than mine, but quite near it.

Question. How long have you lived there?

Answer. I owned it for three or four years, and have lived on it for two years. I sold off a part of it to Mr. Irving.

Question. What did gentlemen owning property around this piece hold it at?

Answer. They put high prices on it. I sold my front at a pretty high price ; I got $500 an acre for it ; I had fifty acres, and I got for them $25,000.

Question. What was the value of your property compared with that of Wilkins' Point?

Answer. I would rather have my place for a residence, because it is on Long Island Sound.

Question. Did you adjoin Cryder's.

Answer. I was next but two to that place ; I was next to Mr. Hagerty's.

Question. What were those places considered worth?

Answer. I suppose they are held at $1,000 an acre ; but they all front on the navigable sound.

Question. What is the character of the land at Wilkins' Point and the land in the rear of it?

Answer. There is a good deal of low land and swampy ground connected with the main land, and that deterred my partner and myself from buying it. We went there some five years ago with the idea of buying it, and they then wanted either $30,000 or $35,000 for it, and I was in favor of taking hold of it ; but Mr. William Weeks, who was then my partner, and who, I think, went with me, deterred me by his opinion that there was too much poor land about it to make the average right. We gave it up.

Question. He expressed that opinion?

Answer. Yes, sir ; we went together, and I think my opinion was affected by my companion.

Question. Your judgment was that the property was not worth very much?

Answer. It was not worth to us, to buy it, $35,000 or $30,000.

Question. How many acres are there in it?

Answer. I think a little over one hundred acres.

Question. What do you think this property was worth in April last?

Answer. I should not think it was worth over $500 an acre to buy the whole of it.

Question. Is this spot considered healthy?

Answer. From the character of the lands behind I should think they had intermittent fever there. That has been the general complaint, however, along there. I had a little at my place, but the owners are very apt to think that it belongs to the adjoining place.

Question. Do you know of this property having been in the market for sale?

Answer. When De Ruyter built his house he wanted to sell the extreme point, and had it mapped out; but I did not hear what became of it. I lost the run of it. I have never visited it since the occasion I was there with a view of buying it.

Question. You do not know of its being put in the hands of a real estate agent for sale within the last two or three years?

Answer. I do not remember anything about that. Mr. Wissmann has spoken about it, and has always been willing to sell it, and he may have spoken to me, but I have never had any idea of it as a bargain, or anything worth buying.

Question. Do you know of any parties interested in this business?

Answer. Only by hearsay. I asked Wissmann who he sold to, and I think my old friend George Irving was one of the parties.

Question. Did General Wetmore inform you who the parties were?

Answer. No, sir. I found that my opinion would not suit him, and that ended our conversation.

Question. How many years ago did you sell your property near Mr. Cryder's?

Answer. I think I sold it in the winter of 1853.

Question. Your property was further from the city of New York than Wilkins' Point?

Answer. It is nearer.

Question. In what year was it that you went out to view this property with the view of purchasing it?

Answer. I do not know whether it was before or after I went abroad. I think it was five years ago. It must have been during the time I was more cognizant of the property from being an owner, or having been one.

Question. Was real estate more valuable there in 1857 than at that time?

Answer. I suppose it had gone up, by the settlement and improvement of the neighborhood.

Question. Do you think it had appreciated 100 per cent. in that time?

Answer. It might probably have done so on the point, but I do not think the back land had appreciated much at all. There has been a great appreciation of little fancy spots on the Sound.

Question. Do you think that a property like this of Wilkins' Point, taking it all together, would have appreciated as much as 100 per cent. within that time?

Answer. I should think not. I cannot imagine how it would. I do not know what outlay Mr. De Ruyter put upon the house; he made improvements there which perhaps added to its value.

Question. Did property sell in that neighborhood more readily in April, 1857, than in April, 1856?

Answer. I should doubt it. There was not much difference between those two years. There might have been a gradual improvement, but I do not know of any cause for so rapid a rise in those two years.

Question. From your experience as a real estate agent, will you

state whether or not there was more activity in selling property in the spring of 1856 than in the spring of 1857?

Answer. I should think there was; but it might not have applied so much to the country as the city. It has been very dull in the city for the year past; and, generally speaking, real estate has been inactive.

Question. Did General Prosper M. Wetmore name any price he would pay you if you signed the certificate?

Answer. No, sir; he suggested that I should be paid for it as a matter of business. He wanted the certificate, and did not want to trouble me for nothing.

Question. Is it usual to compensate real estate agents for giving an opinion?

Answer. Always.

G. V. LOTT sworn:

Question. Where do you reside?

Answer. In the city of New York.

Question. What is your business?

Answer. I am a broker.

Question. Are you in business with Richard Schell?

Answer. No, sir.

Question. Were you formerly?

Answer. Yes, sir.

Question. When?

Answer Two years ago.

Question. Have you an office with him?

Answer. No, sir.

Question. And you have not been connected with him in business for the last two years?

Answer. No, sir.

Question. Where is your office?

Answer. No. 59 Merchants' Exchange.

Question. Where is Mr. Richard Schell's office?

Answer. I think he is No. 62 in the same building.

Question. Do you know anything of the purchase of the property at Wilkins' Point, in 1857, by the government?

Answer. I do not.

Question. Do you know who were interested in that purchase?

Answer. I do not.

Question. Have you had no charge of Mr. Richard Schell's affairs or business within two years?

Answer. None, sir.

Question. Do you know whether Mr. Richard Schell had any interest in this purchase?

Answer. I do not.

Question. Whether Mr. Wetmore had any?

Answer. I do not.

Question. Whether Mr. Latham had any?

Answer. I do not.

Question. Do you know anything about it?

Answer. No, sir.

Question. Do you know the name of Mr. Richard Schell's book-keeper?

Answer. I do not. I do not think he has one. He is now away from the city, at Albany, and I do not think he has any book-keeper at all.

Question. Do you know whether he had a book-keeper in July or August last?

Answer. I do not.

Question. Do you know in what banks he keeps his bank accounts?

Answer. I do not.

Question. And know none of the parties interested in this transaction?

Answer. No, sir; I have nothing to do with his business.

Question. Have you never had any conversation with parties connected with the War Department in reference to this transaction?

Answer. No, sir.

Question. Are you acquainted with the locality of this Wilkins' Point?

Answer. No, sir.

Question. Do you know anything of the value of property there?

Answer. No, sir.

Question. Have you never had any conversation with General Wetmore in relation to this matter?

Answer. No, sir; merely casual remarks. Since I received my summons I kept out of the way of knowing anything about such matters.

FRIDAY, *May* 7, 1858.

J. D. WILLIAMSON, sworn:

Examined by the Chairman, Hon. Jno. B. Haskin.

Question. Where do you reside and what is your profession?

Answer. I reside, in the spring and summer, in the county of Boone, State of New York; in the winter, in New York city. My business is that of a civil, mechanical, and topographical engineer.

Question. Do you know this property at Wilkins' Point.

Answer. Yes, sir.

Question. Did you survey it?

Answer. In 1856 I received an order from Henry and Mortimer Cameron, at Wilkins' Point, to survey the property at Wilkins' Point. I find by my memorandum book that I surveyed it, platted, mapped, and colored it, and the bill was paid by Henry Mortimer. The order was received in January, 1856, and it was paid for March 15. The property I valued, according to the price laid on the lots, at $52,500. I received from them an order to sell it. If I could sell it at that price, I was to receive two and a half per cent. commission; if I got $55,000 for it, I was to get five per cent.; and all over that amount I could get I was to receive half of, beside the five per cent.

Question. How many acres?

Answer. To the best of my recollection I think there was over one hundred and sixty acres. I am not certain, because I did not note it down.

Question. Is it property Weissman formerly owned?

Answer. Yes, sir.

Question. Did you see Weissman there?

Answer. There was a number of parties there when I was making the survey, and I think I saw Weissman there.

Question. Did the Messrs. Cameron have control of the property at that time?

Answer. I so understood them, or they probably would not have made this offer to me.

Question. They had the property in the market for sale as a speculation?

Answer. Yes, sir.

Question. What was your opinion of the real value of the property, provided it was purchased for the purpose of speculation?

Answer. I would not have given $40,000 for it, and I thought that they asked so high that there was no use of trying to sell it.

Question. Was property in as much demand, and did it bring as high prices, in 1856 as in the year 1857?

Answer. There was more demand for property in the spring of 1856 than in the spring of 1857; there was more speculation going on.

Question. Did you ever have any conversation with John C. Mather on the subject of this property?

Answer. No, sir, I do not think I had; I have never spoken to any parties in relation to the subject since I returned from New Grenada, where I went shortly after completing the survey.

Question. Do you consider yourself a good judge of the value of property on Long Island?

Answer. I was born and brought up there, and I have generally been selected as an arbitrator there when the value of property has been in question.

Question. Did you ever have any conversation with Richard Schell in relation to the value of this property?

Answer. No, sir.

Question. Do you know Mr. R. W. Latham, who is, or has been, in some way connected with Gov. Floyd?

Answer. No, sir; I do not.

Question. Do you know Prosper M. Wetmore?

Answer. Yes, sir, I know him; I have never spoken to him in relation to this property.

Question. Do you know George Irving?

Answer. Yes, sir.

Question. Did you ever have any conversation with him in relation to this property?

Answer. I went away to New Grenada immediately after making the survey, and did not get back until after 1857.

Question. You could not sell any of this property?

Answer. I considered that they asked so much for it that there was no use in my attempting to sell it.

Question. Did the Messrs. Cameron say anything to you about selling to the government?

Answer. I told them I thought it was worth more to the government than to other parties; that it was a point which, in the course of time, the government must have or would get.

Question. Did you ever hear it was designed for a fortification?

Answer. No, sir. I wrote to the department before I went away, offering it to them for $75,000.

Question. When was that?

Answer. In March, 1856. An answer may have been sent, but I never got it.

Question. You wrote, then, you think, in the spring of 1856?

Answer. I think it was in March, 1856.

Question. That they could have it for $75,000?

Answer. Yes, sir.

Question. The whole of it?

Answer. Yes, sir.

Question. You have no memorandum of the number of acres in it?

Answer. No, sir; but the impression in my mind is that there are somewhere in the vicinity of 160 acres in the whole plot.

Question. The whole farm inside of the creek?

Answer. Yes, sir.

Question. Was there considerable muddy land connected with it?

Answer. Yes, sir.

Question. What do you mean when you say that you were authorized by these parties to sell the property for $52,000 or $55,000, or as much more as you could get for it?

Answer. I understood from these parties that if they could sell it for that amount, or any sum over it, that they could make something out of it, and that if they could not, they would not buy it; that they had control of it, and would purchase it if they could get over that amount for it.

Question. You offered it to the government for $75,000?

Answer. Yes, sir.

Question. What answer did you get?

Answer. I left the country and never received an answer.

Question. Who did you address on the subject?

Answer. The Secretary of War, I think. I have not noted it down, but that is the best of my recollection.

Question. What prompted you to make that offer to the government?

Answer. I considered that it was a very important point for the government to own, and that if it could be sold, it could be sold to them, because it was worth more to them than any other parties.

Question. That is what you mean when you say it was held for speculative purposes?

Answer. Yes, sir.

Question. Had the valuation in lots anything to do with the offer you made the government?

Answer. No, sir; in my letter to the Secretary of War I just gave a little sketch of the point, and stated that it would command such

and such positions; and that if it ever did come into the market they would have to pay a vast sum for it in years to come.

Question by Mr. FLORENCE. It was your opinion that if the government did not accept your offer they would have to pay a high price for the property when they wanted it?

Answer. Yes, sir.

Question by the CHAIRMAN. Did you make a plat of that property when you surveyed it?

Answer. Yes, sir.

Question. Does that show how many acres there are in it?

Answer. That plat will show.

Question. To the best of your recollection there were 160 acres in it?

Answer. Yes, sir.

Question. That included all that Day now holds, and all reservations?

Answer. It included the whole property.

Question. You say you were born on Long Island, and are familiar with the price of property there; suppose government had wanted that property, and it had been necessary to call a jury in Queens county to appraise its value, under oath, what, in your judgment, would have been the price awarded by them?

Answer. When I made the survey I conversed with a large number of persons there, and we calculated that if the parties got $40,000 for it they got a big sum of money. If a jury had been summoned I do not think they would have awarded over $40,000 in 1856.

APRIL 1, 1858.

FREDERICK WEISSMAN, sworn. Examined by the chairman, (Mr. Haskin:)

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I have none; I am a gentleman at large.

Question. Were you the owner of this property at Wilkins' Point?

Answer. Yes, sir.

Question. How long had you owned it before it was sold to the government?

Answer. I had owned it since 1852 or 1853.

Question. How many acres were in the original tract.

Answer. One hundred and fifty-two acres.

Question. How many acres were sold to Mr. Day?

Answer. A little over twenty-five.

Question. How many acres have you reserved?

Answer. I have not reserved any. There are about twenty-seven acres of meadow land left.

Question. Who owns that?

Answer. I own it.

Question. And the balance was sold to the government?

Answer. Yes, sir.

Question. When was it that you were first informed or became acquainted with the fact of the passage of the bill providing for the commencement of a fortification opposite fort Schuyler?

Answer. A day or two after it passed; about the beginning of March, 1857.

Question. Who informed you of it?

Answer. I saw it in the papers.

Question. After the passage of that bill, who was the first person that called upon you in reference to the sale of the property?

Answer. I think the first man who came to me was Mr. Van Nostrand.

Question. Where did he call on you?

Answer. In New York.

Question. What passed between Mr. Van Nostrand and yourself in relation to the sale?

Answer. I told Mr. Van Nostrand that I would part with the property at the rate of $1,000 an acre, and my improvements.

Question. Did Mr. Van Nostrand apply to you on behalf of the government?

Answer. I asked him whether he was authorized to treat with me, and he said no, but that he had come from Major Barnard to inquire about it.

Question. What did you value the improvements at?

Answer. I valued the whole property at $120,000. Van Nostrand was inquiring what land was worth along there, and he remarked that he thought my price was a little above the mark; I told him that I always expected to get $1,000 an acre under private arrangements, and that I did not expect that government would make any question about it; that if I sold it to the government they ought to allow me that and a little more.

Question. When had you this interview with Van Nostrand.

Answer. Probably a week or ten days after the passage of the bill.

Question. Did you give him or Major Barnard the refusal of it at any given price?

Answer. Not at a stated price, that I recollect. Van Nostrand asked me, as a last question, whether I was willing to give him a written memorandum for $100,000, and I told him no. He told me that Barnard would make his report, and that he would get an answer during the next week.

Question. Did you give him a verbal refusal of it at any price?

Answer. No, sir; I did not.

Question. How many interviews had Van Nostrand in relation to it with you?

Answer. He met me in New York two or three times.

Question. Who was the next person who spoke to you in relation to the purchase?

Answer. I sold it directly afterward to Mr. Irving, and nobody else spoke to me about it.

Question. When did Irving call on you in relation to it?

Answer. It was a few days after Van Nostrand had seen me.

Question. What passed between Irving and you?

Answer. Mr. Irving proposed to buy it from me, and I told him that I had a contract with Mr. Van Nostrand, who came to see me on the part of Major Barnard, whom he told me would make his report to Washington, and that I thought I should wait that report before I came to any agreement with him. He proposed to give me $130,000 for the property if the government did not buy it, and I told him that in that case I would sell it, but that I thought, out of politeness, I would wait to hear from Major Barnard.

Question. He told you that he would give you $130,000 for it, if the government did not buy it?

Answer. Yes, sir. At the time he expected to get an answer from Washington, I saw Mr. Van Nostrand, and he told me that Major Barnard had as yet no reply from Washington, and that the government did not want it; but, if it should, that they would take it under an appraisement.

Question. When was this?

Answer. It was about eight or ten days after my first interview with Van Nostrand.

Question. After this interview, then, you made arrangements with Irving?

Answer. I had a written agreement with Irving at the time, to the effect that if the government did not buy it I would sell it to him.

Question. Did any other person, except Mr. Irving, see you about it?

Answer. No, sir.

Question. Was anybody in company with Irving when he called on you about it?

Answer. Not at that time.

Question. At any time?

Answer. Mr. Irving frequently called on me after the bargain was concluded, and Mr. Prosper M. Wetmore was with him.

Question. Anybody else?

Answer. No, sir.

Question. Do you know when the government agreed to purchase?

Answer. No, sir.

Question. You say you entered into an agreement with Irving; what money was paid down at that time to bind the bargain?

Answer. The first agreement was a written agreement, and the second one was two or three weeks after, when he paid down a thousand dollars to bind me.

Question. Did he give you a check?

Answer. No, sir; the money.

Question. State, to the best of your recollection, the agreement which you made with him, the money that was to be paid, and when it was to be paid?

Answer. He was to pay, I think, $10,000 in the month of May, and the balance in the middle of July.

Question. How much was the balance after the $10,000 was paid?

Answer. The balance was $35,000. There was a mortgage of $85,000 to remain upon the property.

Question. Who paid you that balance?

Answer. That was settled between the lawyers and Mr. Van Blankenstyn, the trustee for my wife.

Question. Were you present when the money was paid?

Answer. I was present at the lawyers' office, Messrs Owen & Vose, when the transaction took place.

Question. Who paid the money?

Answer. I think William C. Wetmore.

Question. On the day of the date of the deed to Irving there were two mortgages, one for $85,000, and one for $15,502, executed to your wife; why was this done?

Answer. I have only a faint recollection of the manœuvre of the lawyers in that respect.

Question. At the time you entered into the agreement with Irving had you any private understanding contingent upon the government's purchase?

Answer. No, sir; in fact Mr. Irving gave me to understand that it was for private purposes; but at the same time he said that if the government wanted to buy it he should have no objections.

Question. Did he state to you that he was solely interested?

Answer. He said that he was solely interested. The fact is, I did not go so far as to ask him any indiscreet questions. I did not ask him whether he was interested alone or not, but he tried to convey the idea to me that he was alone interested.

Question. Who holds that mortgage for $85,000?

Answer. My wife.

Question. Is she the only party interested in that mortgage?

Answer. Myself and the children.

Question. Were no other persons interested?

Answer. No, sir.

Question. Is not Mr. Wetmore or Mr. Irving interested?

Answer. No, sir.

Question. Before this sale to Mr. Irving, had you this property in the market for sale?

Answer. Yes, sir; I had a part of it, but not the whole. I had it laid out in five-acre lots.

Question. Did you authorize Mr. Conroy to sell it for you?

Answer. No, sir.

Question. Do you know Mr. Alley?

Answer. I know one Mr. Alley.

Question. Saul Alley's son?

Answer. I believe he is.

Question. Did you not enter into an agreement with him just before the sale to the government?

Answer. No, sir; it was some time before.

Question. How long before?

Answer. I think it must have been a year previous to the time I sold to Irving. I do not recollect precisely, however.

Question. Did you give Mr. Alley a contract to sell this property at so much an acre?

Answer. I gave him a contract to sell it. I think he proposed buying ten or fifteen acres.

Question. Did you not give him a contract to sell?

Answer. I gave him a contract that I would sell ten or fifteen acres.

Question. At how much an acre?

Answer. At $500 or $600 an acre.

Question. State how long before March, 1857, this was?

Answer. I do not know. It was in the spring of the year; and I believe it was the year before, but it may have been the same year. There were so many propositions about the affair that I do not recollect a particular one, having no precise data to go by.

Question. Had you not the year before offered to sell the whole tract for $500 an acre?

Answer. Two years before I offered to sell it for $117,000.

Question. To the government?

Answer. No, sir.

Question. Did you not apply to Mr. Draper to have him sell it to the government for $117,000?

Answer. No, sir, I did not. Mr. Draper applied to me, and I gave him a contract that I would sell it to him for $117,000 or $118,000.

Question. You sold some of that property to Mr. Henry Day; how much an acre did he pay you for it?

Answer. About $500 an acre.

Question. That was in February, 1857, the date of the deed, was it not?

Answer. The deed is dated February, but it was in the October before; the deed is dated the first or second of March.

Question. Has Mr. Prosper M. Wetmore ever had any conversations with you about the sale or negotiations between you and Irving.

Answer. No, sir.

Question. Did you ever see Richard Schell about it?

Answer. He was at the office of Owen & Vose.

Question. To do what?

Answer. I do not know; it was near the end of the transaction that I saw him.

Question. Do you know whether he paid the money to Messrs. Owen & Vose?

Answer. I did not know at the time, but I heard afterwards that he either advanced the money or paid it.

Question. Who did you hear that from?

Answer. I do not recollect.

Question. Did you ever see Mr. Augustus Schell in relation to it?

Answer. No, sir. I saw Mr. Augustus Schell once when he visited the place with another gentleman, and looked over the place, and then went off.

Question. When was that?

Answer. That was during the summer of last year.

Question. After the sale?

Answer. I do not know.

Question. After your sale to Irving?

Answer. It was after my sale to Irving; I sold to Mr. Irving in the spring.

Question. You agreed to sell. When did you pass the deed?

Answer. When he paid me the $1,000 I considered the sale made.

Question. Did Mr. Schell and these other gentlemen visit the property before Mr. Irving sold to the government?

Answer. That I cannot say; I do not know when Irving sold to the government.

Question. Do you recollect the month they were there?

Answer. I should think it was the latter part of June. It was during the summer.

Question. Were you notified of their intended visit before they paid it?

Answer. I heard the day before that they would very likely pay the visit.

Question. Who did you hear it from?

Answer. I do not recollect.

Question. Did not Mr. Wetmore tell you that they intended coming?

Answer. Wetmore came with them.

Question. But from whom did you hear the day before that they intended paying the visit?

Answer. I should not wonder if I heard it from Wetmore; but I also heard it from one or two others.

Question. Who came with Mr. Schell and other gentlemen?

Answer. The party consisted of Mr. Wetmore, Mr. Schell, and Mr. Fowler.

Question. And Mr. Irving?

Answer. I do not know, but I think Mr. Irving was along.

Question. Whose carriage did they come in?

Answer. They came over from Flushing.

Question. Does Irving keep a carriage?

Answer. He has one horse and a carriage, I think.

Question. How long did they remain?

Answer. About an hour.

Question. Did you prepare a collation for them?

Answer. Nothing at all. I invited them into the house and gave them a glass of brandy and water and a segar. I always do that when anybody comes to see me.

Question. Did you ever have an interview with Major Barnard about the sale of this property?

Answer. No, sir; he came on the place once with Mr. Lawrence. I heard that he was going to pay me a visit by talk on the steamboat. This was about the time Mr. Van Nostrand saw me; but Barnard did not say a word to me about buying, the price, or anything at all.

Question. How long had you demanded $1,000 an acre for the property previous to your sale to Irving?

Answer. From the time I bought it. It was the mark I had set on it and expected to get for it. I bought it from my father-in-law.

Question. You bought it from your father-in-law?

Answer. Yes, sir; and it cost me full $60,000.

Question. The whole tract?

Answer. Yes, sir.

Question. Did you ever offer it for less than $1,000 an acre previous to the time you sold it?

Answer. No, sir.

Question. You sold part of it to Mr. Day?

Answer. That was to have that part improved as he promised to improve it.

Question. At what rate have you been taxed by the authorities?

Answer. The farm is taxed for $28,000.

Question. It cost you $60,000?

Answer. With the interest I paid on it and the improvements I made. I call myself the purchaser of it; it was conveyed by my father-in-law in trust.

Question. Did you pay him a consideration for it?

Answer. Yes, sir.

Question. Had you ever any conversation about selling this property before money was appropriated by Congress for its purchase?

Answer. None but with Mr. Draper, and I thought he made mean offer with the view of selling it to the government.

Question. You considered him, then, as a sort of an agent for the government?

Answer. I did not suppose him that, because I knew he was not; but I thought he wanted to buy the property with the view of selling it to the government.

Question. What did you ask Draper for the property?

Answer. $117,718.

Question. Did he decline the offer?

Answer. He declined it after he saw that the bill did not pass.

Question. Did he give any other reason than that?

Answer. No, sir.

Question. Did he not say that he did not think it was worth so much?

Answer. No, sir.

Question. Did Mr. Van Nostrand call upon you, in relation to buying this property, as the agent of Major Barnard?

Answer. He came to me on behalf of Major Barnard, but he had no authority to deal with me, and only inquired the value of the property.

Question. Did he call upon you more than once in relation to it?

Answer. I met him once or twice, by chance, at Mr. Day's office, and I saw him once at his own office.

Question. Did you ever call on him?

Answer. I saw him at his place when he expected to hear from Major Barnard.

Question. What was your proposition to him?

Answer. My proposition to him was $1,000 an acre, and my improvements, which I valued at $15,000.

Question. Did you ever call upon Mr. Van Nostrand, and converse with him upon the subject pending the negotiations?

Answer. Between the first and last interviews we saw each other.

Question. Was the suggestion made on one side or the other that perhaps $100,000 would be the price; did you ever tell him that there was no variation in the price?

Answer. No, sir.

Question. Had you ever such a conversation with Major Barnard?

Answer. No, sir; but Mr. Lawrence, who came with him, wanted me very much to say $100,000, and pressed me to name that price.

Question. Did you decline?

Answer. Yes, sir; and I told Mr. Lawrence that I did not think I ought to sell it for that, and could not promise that I would; but he may have interpreted me to mean that if Major Barnard came down to me with $100,000, I would take it. Van Nostrand asked me to give him a memorandum that I would sell it for $100,000 cash, but I would not.

Question. Did you leave the impression upon Mr. Lawrence's mind that if the government offered you $100,000 you would take it?

Answer. I do not know the impression upon Mr. Lawrence's mind, but my mind was fixed that I would not take it.

Question. Had you, during the pendency of this *quasi* negotiation with Van Nostrand, any conversation with him upon the subject?

Answer. No, sir; I do not think that Van Nostrand had any right to expect I would sell it for $100,000.

Question. But did you not see him several times after your first interview with him?

Answer. Yes, sir; as I passed by, I would drop into his office to see whether he had anything to say.

Question. Have your wife, your children, and yourself, received $130,000, including the mortgage for $85,000 for the property?

Answer. Yes, sir; we have been paid.

Question. Is any person interested in that amount, either directly or indirectly except your wife, your children, and yourself?

Answer. No, sir.

Question. There is no understanding, verbal or in writing, showing that any person or persons are interested in that $85,000 mortgage beside your wife, your children, and yourself?

Answer. No, sir, none whatever. I have received clear $130,000, deducting $19,000, which paid off the old mortgage.

Question. The government paid $200,000 for the property. Do you know who received the $70,000, over and above what was paid you?

Answer. I do not know.

Question. Have you ever talked with Irving upon the subject?

Answer. No, sir.

Question. Do you know whether Mr. Wetmore had any interest in that $70,000?

Answer. I do not know.

Question. Do you know whether Mr. Richard Schell had any?

Answer. I do not know.

Question. Do you know whether Mr. Augustus Schell had any?

Answer. I do not know.

Question. Do you know whether any person had any interest in it?

Answer. No, sir; I know nothing about the rest of the transaction.

MONDAY, *April* 5, 1858.

PROSPER M. WETMORE, sworn. Examined by Mr. Hopkins

Question. State to the committee all you know about the sale and purchase of this property at Wiikins' Point, purchased by the government?

Answer. A great deal of what a person outside of this subject knows he knows from public rumor; there is a great deal which I fully believe to be true, but which I do not know. For instance, I have no doubt that the property was sold to the government; but I do not know it; I do not know when the money passed, or the papers, or anything by which I could testify to the fact that the government did buy the property and receive its title; I do know that Mr. George Irving purchased the property, and I fully believe he sold it; he purchased it of Mr. Weissman; the reason why I make the distinction, and say I do know of the purchase, is, that I was asked to be present as a witness of the purchase, and therefore I can safely swear that I do know of the purchase; as to the sale to the government, you will have to get your evidence of that from somebody else.

Question. Have you an opinion as to the value of the property?

Answer. I am familiar with that district of country, and have my opinion as to its value.

Question. Give the committee your opinion?

Answer. I will very freely give my opinion, and I would regard it as a privilege if the committee would allow me to state briefly the grounds on which I formed it. I have seen the survey of that property measured to low water mark, where it must be measured to enable the government, or any other owner, to take advantage of the law of the State which granted the water front outside of low water mark.

Question. Was that grant made to former owners or to the government?

Answer. To the government. The law was passed before the government made this purchase; but it was a prospective grant to the government to the water front of any property it might buy in that county. Let me be distinctly understood; the government, or any one, could not take possession of that water front unless it could be connected with the property. I am somewhat familiar with the practice along Long Island shore. The people claim the right, where you do not occupy yourself, to occupy for drawing seines, and for all the purposes of their own private use. Property that is not occupied down to low water mark you do not possess, because you do not occupy. That is the general law applied in cases of much more importance. You must, therefore, occupy to low water mark to connect with your property in front of low water mark. There are, then, 130 acres in this property, and counting, as city lots, seventeen lots to an acre, before you throw out the streets, there would be 2,200 lots.

Question. Do you mean the government purchased 130 acres?

Answer. Yes, sir. I have seen the map and survey, but I do not know where it is.

The CHAIRMAN. We have the deed in evidence, and it is there set down at 110 acres.

WITNESS. That is the high water estimate. No owner would think of throwing away his water front. You must measure to low water mark, or you would not retain property which you would find very valuable. I have shown that there would be 2,200 city lots in the property. Now I must leave that direct matter for a moment to advert to the grounds upon which I place my value upon the property.

The city of New York is the foundation of the rise of property throughout this neighboring country. Our population is increasing so fast that we are overleaping all bounds. We are building up a ward on the Jersey shore; from Powles Hook to Wehawken is one continuous city, which extends back five miles into New Jersey. On the opposite side of New Jersey we reach, by the North river, the county of Westchester. In this county is the little village of Yonkers, which I visited nine years ago, when property could be bought for $500 an acre, which has grown into a steadily increasing city, with between twenty and thirty thousand inhabitants. It is a very fast growing business place, and lots now sell there at $3,000 a lot, the very same land which could have been purchased ten years ago at $500 an acre, lots twenty-five by one hundred.

This village of Yonkers is but a ward of the city of New York. The wealthy men who live in that gentleman's (Mr. Haskin's) county, and who pay a small amount of taxes there, make their money in business in New York. They come down to the city at 9 o'clock, and spend their days toiling to secure wealth, and go to this gentleman's county to spend it; but nevertheless it is a ward of New York. Passing to the other side of New York, we next come to Harlem bridge, seven miles from the City Hall There is a village from Motthaven to Fordham, a string of houses extending something like six miles, perhaps seven. That line of settlements extends from the main road over towards the North river. It is a circumstance almost challenging belief that such a settlement could have sprung up there within so short a time as it has. Well, it is but a part of the city of New York. There is nothing in the business capabilities of Westchester county that could have built up this hive of villages. It is the population of New York overflowing its natural boundaries. I will now take you to the other side of the East river. From Gowanus bay to Hunter's Point, a distance ranging five miles along the river, and extending back into the country from four to six, there is one vast city. The population of Brooklyn, for it is Brooklyn now, is over 200,000. There is nothing upon Long island—no advantages at Brooklyn—to build up such a city there. It is the overflowing population of New York. Legislation has already been contemplated by which Brooklyn is to be connected directly as a ward of the city of New York. Extending up from Hunter's Point, the Flushing railroad has opened a new line of settlements about six or seven miles. Little villages are dotted along the whole of that road, and property in Flushing has doubled within two years. Immediately opposite, on the other side of the bay, we come to a place called College Point, by no means a desirable situation for a village in comparison with these other places. College Point was mainly owned by a family named Van Whyt. The widow Van Whyt sold her part of the farm, retaining only the island, for $1,250 an acre; and more than half that farm has changed hands since, gradually extending to $1,500, $3,000, and $4,000 an acre. And I understand, from authority on which I place every reliance, that you cannot buy an acre of that land to-day at less than $4,000. It is between nine and ten miles from New York; and two years from now there will be a village there filled with a laboring

and manufacturing population from the city of New York. The next step in progress is at Whitestone, which is a small settlement back from the river, under the name of Clintonville. The property there is now worth $1,500 an acre, and desirable sites are worth more; but there is no settlement there, it is back from the river. Perhaps it will surprise you to know that there is a manufacturing establishment at Whitestone larger than exists in the Union, and, I have been told, larger than exists in Europe, for the manufacture of tinware. Next, and immediately above Whitestone, comes Wilkins' Point; the proper name is Thorn's Point, he having been the original proprietor. The advantages of Wilkins' Neck for village settlements to the people of New York, are unequalled, certainly unsurpassed, by any one place I have named. As near as I am able to state, it is within twelve miles by water of the steamboat landing, New York; is accessible by railroad, which is within three miles of the rear of it; and it is contemplated to extend the Flushing railroad further up the island, in which case it will intersect Wilkins' Neck. It is, I believe, standing out boldly in the stream, looking up the East river as far as the eye can reach, and looking down as far as the conformation of the islands will permit; it is unquestionably a healthy spot, fine water, and all the advantages to enable a settlement to live there comfortably and conveniently.

Now, I will go back to my original estimate: 2,200 lots, worth $150 a lot, would make $330,000. It would be a very easy matter. You could, in a few hours, find a man who would grade the whole of that property down to a level and fill it up to low water mark, thus taking possession of your own property, and there would be stone upon the place to build a sea wall. I would find a contractor in two hours who would accomplish it without hesitation, who would grade the property, and place it in a condition to be sold in city lots for $80,000. Deduct this sum from the $330,000, and you have left $250,000, the sum at which I value the property.

Examined by the Chairman.

Question. Are the 130 acres worth $2,000 an acre?

Answer. I do not know, at this day, a private speculation that could be entered into so promising, and so well calculated to insure a promising result to sagacious enterprising capitalists as the purchase of this property.

Question. Are not the opinions you have expressed in relation to the value of this property entirely speculative?

Answer. They are not, sir; because my opinion of the value of this property is based upon the value of the property in the neighborhood.

Question. You have referred to Yonkers as a city?

Answer. It is a city in all the aspects of civilization.

Question. Has it ever been incorporated; is it not still a village?

Answer. You can answer that question. When I spoke of it as a city I qualified my remarks, by saying that it was a city in all the elements of prosperity. The technical form may be that it is a village, but it has the aspect of a city to a man who travels through it.

Question. How many buildings are there in Yonkers?

Answer. I have not counted them. I have looked at the census and am under the impression that there is a population of 20,000.

Question. Can you not tell how many buildings there are in Yonkers?

Answer. No, sir.

Question. Is there not a railroad running through Yonkers?

Answer. Yes, sir.

Question. The Hudson River railroad?

Answer. Yes, sir.

Question. Do they not have, in addition to the railroad, steamboats stopping there at various times during the day?

Answer. Yes, sir.

Question. Have they not great manufacturing facilities at Yonkers?

Answer. Yes, sir.

Question. Water facilities?

Answer. They have water privileges, but I do not know how they use them; I think they use steam.

Question. You have referred to the villages on the line of the Harlem railroad, between the Harlem river and Fordham?

Answer. Yes, sir.

Question. Do you know when they were commenced?

Answer. Soon after the Harlem railroad was commenced; Fordham was a very small place before the railroad was built, and I regard all these villages as the result of the intercommunication with New York.

Question. Do you not know that Morrisania, which was the pioneer village, and from which the others sprung, was commenced on the associated principle in 1849, two hundred men from the city of New York subscribing and taking an acre each, with the condition that they would build upon it?

Answer. Yes, sir.

Question. Do you know how many communications there are each day between Fordham and the city of New York?

Answer. As often as once an hour.

Question. How many communications between Yonkers and New York by railroad and steamboat?

Answer. Not quite so often as once in an hour I should think.

Question. Where is the terminus of the Flushing railroad?

Answer. At Flushing.

Question. How far from Wilkins' Point.

Answer. I believe I stated something like three and a half miles.

Question. You have stated that it is in contemplation to continue on this Flushing railroad?

Answer. It has been so announced.

Question. What direction would that road take if it was continued on?

Answer. It would take the head of these bays, and would run directly in the rear of Wilkins' Neck.

Question. How far from it?

Answer. Probably half a mile, ranging from that to a mile.

Question. Within five years how many buildings have been put up at Wilkins' Point and about there to your knowledge?

Answer. There have been no buildings put up within my knowledge.

Question. At Wilkins' Point, or within half a mile of it, have there been fifteen buildings put up within the last five years?

Answer. All the property now is occupied by very expensive and highly ornamented country seats. All the grounds from Wilkins' Point to what is called the main road is occupied by gentlemen's country seats. There is no unoccupied land on the water front, I believe.

Question. State whether, within your knowledge, there have been twenty buildings put up within half a mile of Wilkins' Point in the last five years?

Answer. On Wilkins' Neck there have been no buildings put up.

Question. I ask whether there have been twenty put up within half a mile of it?

Answer. Not quite so many; I do not recollect more than ten or twelve.

Question. Do you not know, of your own knowledge, that this property was in the market for sale for five years before the government purchased it?

Answer. I never heard it was in the market, nor did I ever know that it was in the market, but I do not entertain a doubt of it, because there was always this incubus of a fortification hanging over it. It was always pointed out, going up or coming down the river, as the place where there was to be a fort, and nobody could live there or go there.

Question. When was the bill providing for this fortification passed?

Answer. I do not remember. It was during the last session of the last Congress.

Question. Do you own any property in that vicinity?

Answer. I do not.

Question. Have you owned any within five years?

Answer. No, sir.

Question. Do you know of any property having been up for sale about there during the last three years?

Answer. There is, literally speaking, never any property for sale there. Occasionally you hear of a piece of property changing hands, but it is once in a great while. The talk on the Neck is, that there is no property for sale; there is no inclination to invite New Yorkers there.

Question. Is there any steamboat landing on this property?

Answer. No, sir.

Question. How near?

Answer. It is directly within the line of route.

Question. How far is it from a steamboat landing?

Answer. Seven or eight miles. It is a mile across the bay.

Question. You say you are in the habit of boarding on the island?

Answer. At Great Neck.

Question. Near where Mr. Irving lives?

Answer. Within a mile.

Question. How long have you known Mr. Irving?

Answer. Six years.

Question. When was your attention first called to the act passed for the commencement of this fortification, and by whom?

Answer. By Mr. Irving, who told me that he had made an offer for the property.

Question. When was that?

Answer. In the month of March of last year.

Question. That he had made an offer for the property?

Answer. Yes, sir.

Question. Did he state what the offer was?

Answer. In the first place he did not. The conversation was to this effect: That he had been over to the Point to make a proposition to purchase it, and Mr. Weissman had told him that it was not for sale; that he had given either a written or verbal promise to some person, (I do not know who,) by which that person was at liberty to make a purchase of the property within a week; but if the offer was not accepted within that time, that he would then be ready to negotiate with Mr. Irving. Mr. Irving waited until the time expired, and then went there and completed his negotiation.

Question. When was that?

Answer. It was between the 20th of March and the 10th of April, as near as I can locate it.

Question. Did you go with Irving, at any time, to see Weissman in relation to the property?

Answer. I never went with him during the time he was negotiating, but he informed me that he had agreed upon the terms of negotiation, and at his request I went with him to witness the completion of it. This was in the early part of the month of April.

Question. Do you mean the agreement, or the passing of the deed?

Answer. The signing of a paper.

Question. Did Mr. Irving state to you, at any time before he entered into this agreement, what his purpose was in relation to the purchase?

Answer. He stated distinctly that he had a double purpose; that he bought the property on speculation, and that he thought he might sell it to the government, or improve it for villa sites. He did not make up his mind at first which he considered the most valuable plan.

Question. Did he come on to Washington in the month of March in relation to it?

Answer. Not to my knowledge.

Question. Did you come to Washington in relation to it in the months of March, April, May, June, or July?

Answer. No, sir. I was in Washington in March and April.

Question. When you were here in the months of March and April, did you call at the War Department, or see any one connected with the War Department, in relation to negotiating this sale?

Answer. I never called on the War Department; I never saw any person connected with the War Department, or exchanged a word with a human being connected with that department or any other branch of the government in my life upon the subject.

Question. Did you not sign a paper that was transmitted to the War Department, becoming security in some manner in connexion with the title to this property, or the taxes upon it?

Answer. I never saw such a paper, heard of it, nor signed it.

Question. Not an agreement to be surety for any arrears of taxes upon this property?

Answer. Never.

Question. Did you ever have any conversation with Mr. Latham in relation to this subject in any way, directly or indirectly?

Answer. No, sir.

Question. With Mr. Floyd?

Answer. I never saw him but once in my life, and that was in Wall street, New York. He was speaking from the steps of the Exchange, and I was in the crowd.

Question. Did you call on Mr. Anthony J. Bleecker to certify as to the value of the property at any time; if so, please state when, and what occurred?

Answer. I did; I called at his office, but he was out, and I met him at the corner of Broad and Wall streets, going to the Exchange. I told him that Mr. George Irving had requested me to ask him whether he was willing to give him a written estimate of the value of the property at Wilkins' Neck; that if he would do so, Mr. Irving would compensate him for giving his professional opinion. His reply was, that he was not sufficiently acquainted with the property, and must decline giving his opinion, although he should be very much delighted to oblige Mr. Irving. We were not in company two minutes, because he was in haste to go to the Exchange, and the closing words were exchanged when he was halfway up the steps and I on the pavement.

Question. Did you not request him to certify that it was worth $1,500 or $2,000 an acre?

Answer. No, sir.

Question. Did he not state that he owned property in the vicinity, and that this was not worth $500 an acre?

Answer. No, sir; he did not say so, or anything that could be so construed.

Question. Did you not subsequently call upon T. B. Bleecker and Burling to certify to the value of the property?

Answer. I never saw Mr. T. B. Bleecker on the subject; but I spoke to Mr. Burling in the same manner that I spoke to Mr. Anthony J. Bleecker. I will say these words in explanation: Mr. Irving, asked of me the favor to obtain for him estimates of the value of the property, and I complied with his request. I would have done as much for any friend, and it gave me great pleasure to do it for Mr. Irving. I went to Burling and asked him if he was acquainted with the property, and whether he was willing to sign a paper which Irving had, giving an opinion as to the value of the property. The paper had been signed, and I remember saying to Burling, you must be the judge whether you approve the valuation; if you do, and choose to sign it, I shall recommend Irving to compensate you for it. Mr. Burling signed it with great readiness, and I handed it back to Irving. Whether compensation was made or not I do not know.

Question. Did you not pay?

Answer. In no case.

Question. Did you not pay money to Mr. Miller?

Answer. No, sir.

Question. Are you quite certain that you never spoke to T. B. Bleecker, the partner of Burling, on the subject?

Answer. I never opened my lips to him on the subject; my acquaint-

ance with him was a very slight one; I had always known him as a Bleecker, but it has only been within a year that I have known him as T. B. Bleecker; when I called on Mr. Burling, my desire was to see Mr. Bleecker, but he told me he was out of town, and I then transacted the business with Burling; I never saw Bleecker on the subject; I think I cannot be mistaken in inferring from the manner of the questions, that my memory is different from that of some persons who may have sworn here. Now, give me leave to say that I have known Anthony J. Bleecker well; he is a friend of long standing, as honest a man as breathes, who would not swear to a single word that he did not believe to be true; but I am here testifying from my memory, not from his.

Question. Did you ever speak to Mr. James B. Miller, auctioneer, in relation to certifying to the value of this property?

Answer. I certainly did.

Question. Did you engage him to give a professional opinion as to the value of the property?

Answer. I did.

Question. When was that?

Answer. I do not remember; it was in the month of April; the paper will tell.

Question. Where did you see him?

Answer. At his own office, in Maiden lane; he resides in West Chester county.

Question. Did he go upon this property and examine it?

Answer. That is more than I can tell you.

Quertion. Did he sign the paper in your presence, certifying to the value of the property?

Answer. I am quite sure he did.

Question. In whose handwriting was that paper?

Answer. It may have been in mine. I should not be surprised.

Question. Did anybody call on Miller with you?

Answer. No, sir.

Question. Did you pay him?

Answer. No, sir; no money ever passed through my hands in connexion with that transaction.

Question. Did Mr. Irving pay Miller?

Answer. I have no doubt he did.

Question. Do you know how he paid him?

Answer. No, sir.

Question. Did you call on Mr. Baker for his professional opinion as to the value of the property?

Answer. I did.

Question. Was it at your request that he signed the paper?

Answer. Yes, sir.

Question. Did you pay him anything?

Answer. No, sir.

Question. Did he go and examine the property?

Answer. I do not know.

Question. Did you call on Mr. Weeks to obtain his professional opinion?

Answer. No, sir.

Question. Who did?

Answer. I do not know.

Question. What induced you to take this interest in having the value of the property certified to?

Answer. As earnest and sincere a desire to oblige a friend as, I think, I ever felt upon any matter that interested myself.

Question. Did it interest you in a pecuniary sense?

Answer. It did not.

Question. Do you remember having been upon that property, at any time, in company with Mr. Augustus Schell and Mr. I. V. Fowler?

Answer. Yes, sir, I was.

Question. When was that?

Answer. In the month of April. The whole transaction was pretty much through March and April.

Question. Did you know that Mr. Schell and Mr. Fowler were going to visit this property on the day you met them at Flushing?

Answer. Yes, sir.

Question. When were you informed of it?

Answer. I was informed the day before that they were going, and that they were strangers in that part of the country, and would be glad to have my company, as I was informed of the neighborhood.

Question. Who told you this?

Answer. I do not remember whether it was Fowler or Schell. I knew they were going, and I prepared myself the day before to leave my business.

Question. Do you know whether it was one or the other of them who told you?

Answer. It is so small an incident that it did not live in my memory. I was informed, the day before, that these gentlemen were coming; that they were strangers in that part of the country, and it would be agreeable to them if I met them and accompanied them. Mr. Irving and I met them at Flushing, with a carriage, and drove to the place.

Question. Did you return with them to the city of New York?

Answer. I returned to the city of New York with them; Mr. Schell and Mr. Fowler having hired a carriage in Flushing to bring us home.

Question. Did they, to your knowledge, sign a paper certifying to the value of this property?

Answer. I have no doubt they did, because they were appointed for that purpose.

Question. Do you not know that they did?

Answer. It is fastened upon my mind that I did know of it; but how I came to know of it, I cannot remember. Their business was to value the property, and that they did fix a value upon it, I know I noticed, when there, the caution with which they avoided taking any opinion from me. I walked about with them, and showed them where I lived, but they refrained from holding any conversation with me as to the value of the property.

Question. Did you not, a few days after they were on this place, in company with Mr. Richard Schell, on the steps of the custom-house, or at some other place, ask whether the letter containing the certificate of the value of the property, to have been signed by Augustus Schell and Isaac V. Fowler, had been sent to Washington?

Answer. I do not remember any such conversation. I have been in the habit of meeting these gentlemen on business every day, and may have done so.

Question. Do you not remember going with Richard Schell, a few days after this visit, to call on his brother, the collector, to ascertain whether the certificate, of the property had been prepared, signed and sent to Washington?

Answer. I tell you distinctly I do not recollect going with Richard Schell; but I remember having been in Augustus Schell's office at about that time, and seeing Richard Schell there. We did not go together, or had we made an appointment to be there together; but I recollect meeting Richard Schell there. It was my habit to be in Augustus Schell's office; we were somewhat intimate.

Question. Were you engaged with Augustus Schell in any speculations in property?

Answer. Never, sir.

Question. Or with Richard Schell?

Answer. Never, sir.

Question. Was your intimacy with Mr. Augustus Schell of a business or friendly character?

Answer. It was in both senses, at times. I was the defendant in a suit in which Mr. Augustus Schell was the plaintiff's attorney.

Question. Do you know how much the government paid for this property?

Answer. I know by public rumor, but not of my own knowledge.

Question. Do you not know from what Mr. Irving told you?

Answer. If that is testimony, I will say that he told me that he would receive $200,000.

Question. Did he state how much was paid by the government?

Answer. Yes, sir; $115,000.

Question. Do you know when that was paid?

Answer. I know it was within the first half of the month of July.

Question. Had you any communications with the War Department, by telegraphic despatch or letter, in relation to it?

Answer. Never, in any way whatever.

Question. Did you see Irving on the day the $115,000 were paid?

Answer. I did not. I was not in the city of New York.

Question. Had you any communication with Richard Schell during the months of March, April, May, June, or July, in relation to the purchase of this property or the consummation of the purchase?

Answer. Mr. Schell's office and mine were near together, and when in the city I no doubt saw him every day; certainly three or four times a week. I never knew or supposed that Mr. Schell had anything to do with negotiating the purchase of this property at Wilkins' Point, but that he did advance Mr. Irving the means to make his purchase, I know from both parties.

Question. Do you know when he made those advances?

Answer. No, sir.

Question. Do you know, of your own knowledge, the amount he advanced?

Answer. No, sir. I never saw the money paid, and therefore do

not know, of my own knowledge; all I know is what I drew from the parties.

Question. From Mr. Schell?

Answer. Yes, sir.

Question. How much did he say he had advanced?

Answer. I heard from him that he advanced $45,000, and some additional amount of interest. The sum exceeded $45,000.

Question. Did Mr. Irving so inform you also?

Answer. Yes, sir.

Question. Do you know, from the statement of Schell or Irving, when this money was advanced?

Answer. It was between the 1st of April and the 15th of July.

Question. You were not present when the money was advanced?

Answer. No, sir.

Question. Do you know who received the money—whether Mr. Irving, or William C. Wetmore for him?

Answer. I do not know.

Question. Do you know who paid the incumbrances on this property?

Answer. I do not know.

Question. Did Mr. Irving state to you the profit he made on this sale to the government?

Answer. He never stated the profit, but I knew what he paid and what he sold it for, and I drew my own inferences, which were, that he made the difference between $130,000 and $20,000.

Question. Had you no interest in that $70,000 profit?

Answer. No, sir.

Question. No interest, directly or indirectly?

Answer. No, sir.

Question. Do you know, of your own knowledge, or from statements made by Richard Schell, whether he had any interest in that profit of $70,000?

Answer. I have heard him say, with perfect distinctness, that he had no interest in it, beyond the commission he charged for the advance of the money?

Question. What was that?

Answer. Five thousand dollars. Mr. Irving stated that he thought it was an extravagant commission, but he paid it. It was the risk that Mr. Schell ran in advancing the money without security?

Question. Do you know whether John C. Mather had any interest in the profit of $70,000?

Answer. I do not.

Question. Do you know whether Augustus Schell had any interest in it?

Answer. I do not know.

Question. Do you know whether Mr. Edward Crosswell had any interest?

Answer. I do not know. I never suspected such a thing.

Question. Do you know Mr. Latham?

Answer. Very slightly, sir.

Question. Did you see him in New York during the months of March, April, May, June, or July?

Answer. I have seen him in New York occasionally, but I do not remember the date. I know nothing of him in connexion with this transaction.

Question. Do you know whether or not he had any interest in it?

Answer. No, sir.

Question. Have you seen him in the office of Mr. Richard Schell within the last year?

Answer. I have seen him there, but not often. I do not think he is often in New York.

Question. Did he ever speak of the purchase of the property at Wilkins' Point.

Answer. He spoke of it; everybody spoke of it; but never in such a connexion as to make me believe he was in it.

Question. State when you had a conversation with him about it, and what he said.

Answer. Perhaps twice or three times I met Latham and spoke about the property. We discussed whether it was a good purchase, and its present and prospective value. Almost every man at that day spoke of its value.

Question. Did he ask you about the value of the property?

Answer. I am generally free to give my opinion; I do not know whether he asked me.

Question. The subject of your conversation was the value of the property?

Answer. The value of the property was discussed.

Question. Have you not had any negotiations by yourself, or through others, at the request of Mr. Irving, in relation to the consummation of this purchase?

Answer. No, sir. If there are papers in the War Department having my name upon them, I shall freely acknowledge my signature; but I have no recollection of writing a line, or being asked to write a line.

Question. Have you not stated that you might have drawn up the certificate of value?

Answer. Yes, sir.

Question. That was to go to the War Department?

Answer. I did not know anything about that.

Question. Is there no understanding between Mr. Irving and you, either verbal or in writing, that the profits of this purchase by the government are in some manner to inure to your benefit?

Answer. I wish to state in the plainest manner man can use words, that there is not, and never has been.

Question. Did Mr. Irving inform you that the whole of the money he paid Weissman, or his trustee, had been advanced by Richard Schell?

Answer. He did.

Question. The whole amount?

Answer. Yes, sir; Mr. Schell told me that he had advanced $45,000 to Mr. Irving to enable him to complete his purchase, and Mr. Irving told me that he had borrowed $45,000 from Schell. I learned from both parties that the commission charged for that advance was $5,000, and that it had been paid, but I do not know it of my own knowledge.

Question. Do you know whether any parties, except Irving, had any interest in the profit of $70,000, after Richard Schell was paid his commission of $5,000?

Answer. I do not know anything about Mr. Irving's private matters in that business.

Question. Had you ever an interview with Weissman, or were you ever present at an interview had by another person with him, before the government agreed to purchase this property in relation to regulating the sale?

Answer. I stated some time since that I knew of the purchase of the property, because I was present as a witness at the signing of the paper.

Question. Was that paper the agreement to sell?

Answer. Yes, sir. Mr. Irving asked me, as a friend, to accompany him to Wissman's house to witness the signing of the paper. I went with him, but remained in the carriage while they discussed the business; and when they were through, Mr. Irving said to me: "Will you be kind enough to witness the signing of this gentleman's name?" I drew up and asked Weissman whether that was his name. He said "yes;" and then I signed my name as a witness.

Question Did you ever see any plan of this property at Wilkins' Point?

Answer. Yes, sir.

Question. Was the property laid out in five and ten acre lots?

Answer. Yes, sir.

Question. Had you ever heard beforehand that there was such a plan in existence, or that the property had been so arranged or surveyed for the purpose of selling it?

Answer. Oh, yes; it was the familiar talk about the country; I remember, before that, when Mr. Irving first consulted me about purchasing it, he said that he had two objects in view in buying: first, to sell it to the government if he could, or, what he thought a better speculation, lay it out in villa lots.

Question. Do you think the plan you saw was one gotten up for the occasion, or did it look as if it had been drawn a year or two?

Answer. It looked as if it had been drawn sometime; it was well worn.

Question. Is Cryder's Point nearer New York than Wilkins' Point?

Answer. It is two miles nearer.

Question. Did you ever hear of land being for sale there?

Answer. Yes, sir.

Question. Do you know what it was worth?

Answer. It was worth from $1,000 to $1,500 an acre.

Question. Is it more accessible than Wilkins' Point?

Answer. Yes, sir, for building purposes.

Question. And is worth from $1,000 to $1,500?

Answer. Yes, sir; I should think that the property on that point is worth $1,500. Cryder's Point lies in front of an extensive swamp; and I would take Wilkins' Point at $2,000 an acre in preference to Cryder's at $1,500.

Question. Have you any knowledge of negotiations between Wissman and Simeon Draper, the last two or three years, in reference to the sale of this property?

Answer. No, sir; I know nothing that I could venture to offer as testimony. I had some conversation with Wissman, but he speaks such very broken English that it is with the greatest difficulty you can understand him. I believe he had a conversation with Draper, but probably you have that in the testimony better than I can give it.

JUNE 1, 1858.

Mr. Prosper M. Wetmore read over his testimony and addressed the following note to the committee:

"In the answer to a question on page 70 of the printed copy, by some misapprehension on my part, or otherwise, an error has occurred which requires correction:

"Question. Did you not, a few days after they were in this place in company with Mr. Richard Schell, on the steps of the custom-house or at some other place, ask whether the letter containing the certificate of the value of the property, to have been signed by Augustus Schell and Isaac V. Fowler, had been sent to Washington?"

I desire that the answer may stand as follows:

Answer. I have been for many years intimate with Mr. R. Schell, and our business relations have been frequent; my acquaintance with Mr. I. V. Fowler is very slight and of recent date; no business relations have ever existed between us; with Mr. Augustus Schell my relations are social and friendly, rarely having any connexion whatever with business of any kind; my visits at his private office have not exceeded a half dozen in the last three years.

I respectfully ask that the above may be received in place of the sentence printed. P. M. WETMORE.

On motion, ordered by the committee that the above correction be appended to the testimony of Prosper M. Westmore.

JAS. B. SHENDAN, *Stenographer*.

JACOB COLE, sworn.

Question. Where do you reside?

Answer. In Brooklyn.

Question. What is your business?

Answer. I am in the real estate business.

Question. You are a member of the firm of James Cole & Son?

Answer. Yes, sir.

Question. Are you the most extensive real estate agent on Long Island?

Answer. Yes, sir.

Question. How long have you been engaged in that business?

Answer. Twenty years.

Question. Are you acquainted with property in the town of Flushing?

Answer. Yes, sir.

Question. Do you know this Wilkins' Point property?

Answer Yes, sir.

Question. Do you know whether it was in the market for several years before government purchased it?

Answer. I do not know that it was; but all the property in that neighborhood is always in the market, and always to be got, plenty of

it. You always see signs up; but it is generally operated by Flushing men. We never bother with it.

Question. Are you much acquainted with property in that neighborhood?

Answer. Not in that neighborhood. It is poor paying property. After you go beyond Flushing, there is very little call for property.

Question. You say you know the property at Wilkins' Point?

Answer. Yes, sir.

Question. Do you consider yourself a good judge of the value of property in that neighborhood?

Answer. Yes, sir.

Question. What do you consider the Wilkins' Point property worth, including the improvements—the 110 acres?

WITNESS. The bare land?

Mr. HASKIN. What is the land worth an acre?

Answer. I should consider it worth from $500 to $550 an acre at the point.

Question. That is irrespective of the improvements upon the property?

Answer. That is the value of the land.

Question. Is there a swamp there?

Answer. No, sir.

Question. Are there any improvements on it?

Answer. None but very old ones.

Question. Do you know of any other property for sale in that neighborhood?

Answer. No, sir.

Question. Did you ever see any map of this property at Wilkins' Point, in villa plats?

Answer. No, sir.

Question. Do you know Cryder's Point?

Answer. Yes, sir.

Question. What is the property worth there?

Answer. The difference is very trifling. It is just as hard to get at by steamboat.

Question. Why, then, is a steamboat landing nearer to it than Wilkins' Point?

Answer. No, sir; you have a carriage drive of four or five miles. The land there is worth about $640 or $650 an acre.

Question Do you not know of any land for sale in that neighborhood?

Answer. Yes, sir; there is a small piece of five acres for sale near it.

Question. Do you consider that a good price for it?

Answer. I would consider that a good market price. It would not bring that price now at the rate property is selling.

Question. What do you consider the property was worth in the early part of last year?

Answer. About that price, from $500 to $550 an acre, taken over one hundred acres.

Question. And including the water front?

Answer. Yes, sir.

Question. Do you know of any property near Wilkins' Point which could have been purchased within that price?

Answer. Yes, sir; a property directly opposite, having a water front but not extending out in a point.

Question. Whose property was that?

Answer. I do not know the owner.

Question. How much can it be purchased for?

Answer. There are 80 acres which can be purchased for $25,000.

Question. Has it a good water front?

Answer. It fronts on a little bay.

Question. Shoal water?

Answer. Yes, sir; it has not bold water, like at a point.

MONDAY, *May* 10, 1858.

Committee met at 10 o'clock.

Present: Messrs. Haskin, (chairman,) Hall, Florence, and Wood.

JOHN C. MATHER sworn.

Examined by the chairman:

Question. Where do you reside?

Answer. I reside in New York city.

Question. You are a State senator?

Answer. Yes, sir; I was elected last fall from the fourth senatorial district.

Question. Was Richard Schell elected at the same time?

Answer. Yes, sir.

Question. When did you first hear, and from whom, of the purchase by the government of property opposite Fort Schuyler for fortification purposes?

Answer. I cannot tell you when; I do not remember dates, but it was last season.

Question. From whom did you receive the first information of it?

Answer. I think I received my first information on the subject from Richard Schell, and it was in this way: he stated that he had agreed to make a considerable advance to a Mr. Irving.

Question. When did this occur?

Answer. It was a very short time previous to the sale or purchase of the property by the government; I cannot remember the month.

Question. What was the substance of his statement to you?

Answer. He stated he had agreed to make a pretty large advance to Mr. Irving.

Question. Did he state at whose request he made the advance or was to make it?

Answer. No, sir; he stated it was to Mr. Irving.

Question. What did he say to you at the time in relation to the subject?

Answer. That Mr. Irving had purchased some property, which he expected to sell to the government.

Question. Did he state what amount he expected to get for it?

Answer. I do not think he did.

Question. How much did he state he was to advance?

Answer. To the best of my recollection, it was some $40,000 or $50,000.

Question. Where did he state this to you?

Answer. In his office.

Question. Do you know Mr. Irving?

Answer. I know him now; I did not at that time.

Question. When did you become acquainted with him?

Answer. I think I saw him once or twice about the time the matter was being consummated.

Question. Where?

Answer. I rather think the first time I ever saw him was in Washington.

Question. When was that?

Answer. It was about the time the purchase was made by the government.

Question. At what place did you see him?

Answer. At Willard's Hotel, I think.

Question. Did you ever meet him at the War Department?

Answer. I do not know that I ever saw him there.

Question. Who introduced you to him?

Answer. I do not remember; I might have seen him before I met him here; I think the first I saw of him was here.

Question. Do you know when the government purchased?

Answer. I do not remember the day.

Question. Was Mr. R. Schell here at the time you met Irving here?

Answer. No, sir, I believe he was not.

Question. Was Prosper M. Wetmore?

Answer. I do not remember.

Question. Do you remember who introduced you to Irving?

Answer. I do not.

Question. Was it not General Wetmore?

Answer. I think not; do not know but it may have been; I do not remember who it was.

Question. Did you have any conversation with Mr. Irving at this time?

Answer. No, sir; no particular conversation; Mr. Schell had made these advances upon this property, and felt very solicitous about getting his pay, and he wished me, while I was here, to render any assistance I could, and to keep a little watch over the thing for him.

Question. Do you remember in what month this was?

Answer. I have nothing to refresh my memory on the subject.

Question. Willards' books will show?

Answer. I suppose they will.

Question. Did you, in compliance with Mr. Schell's request, look after this matter at the War Department?

Answer. Yes, sir; a little.

Question. What did you do there?

Answer. I made some inquiries about the probability of the government taking the property.

Question. To whom did you make these inquiries?

Answer. I think I had some conversation with the Secretary of War on the subject. I certainly had before or after the sale; I don't know which.

Question. What was the result of your conversation with the Secretary?

Answer. I think the Secretary of War took the ground that Mr. Irving was asking too much for his property, which I thought was $2,000 an acre.

Question. Did he state what he would do in relation to it?

Answer. I think he said he should have to submit the matter to the President and Cabinet.

The Chairman. Can you not remember the month in which this occurred? I will refresh your memory by stating to you that the acceptance of the offer to sell by the Secretary of War was on the 28th of April.

Witness. Was it as early as that?

The Chairman. It was.

Witness. Can you refresh my memory by telling me when the money was paid?

The Chairman. It was paid in July.

Witness. The conversation must have occured, then, a short time previous to that.

Question. Previous to what time?

Answer. The 28th of April; I should think I had some conversation with the Secretary of War.

Question. Was Mr. Schell here then?

Answer. No, sir.

Question. Had he been here?

Answer. I do not know that he had.

Question. Did you at that time have any conversation with Mr. Drinkard, the chief clerk of the War Department, in relation to the matter?

Answer. I do not know that I had any conversation with him; if I had, it was of a general character. I do not remember any such conversation.

Question. Had you any conversation with Robert W. Latham in relation to this matter?

Answer. I think not. I do not remember that I had.

Question. Mr. Latham has a desk or seat in the office of the Secretary of War, has he not?

Answer. Not that I am aware of. He has a brother who has a seat there. I was introduced to him.

Question. Do you know Robert W. Latham?

Answer. Yes, sir.

Question. How long have you known him?

Answer. I think the first time I saw him must have been two or three years ago. I know very little of him.

Question. Do you know what relation he occupied to Governor Floyd in March, April, May, June, July, and August, 1857?

Answer. I had understood that he was his agent for his private business in Virginia.

Question. Did you understand that from Governor Floyd?

Answer. I do not know; I cannot say from whom.

Question. You say you do not think you spoke to him at that time. Did he to you?

Answer. I do not think he did, or I did; I am not certain.

Question. Did you not at that time urge upon Governor Floyd the consummation of this purchase?

Answer. I think I asked him what the probability was about the government taking it.

Question. What was his reply?

Answer. He could not give any definite answer; he thought $2,000 an acre was too much for it; but he could not tell till he had submitted it to the President and Cabinet.

Question. Did you not, in behalf of Mr. Schell, call on the Attorney General, or his assistant, Mr. Gillett, in relation to the purchase of this property?

Answer. I think I did call on Mr. Gillett once in relation to it.

Question. For Mr. Schell?

Answer. Yes, sir.

Question. When?

Answer. Some time before its close, and previous to the payment of the money.

Question. Were you on here at the time William C. Wetmore came on in relation to the sale of this property to the government?

Answer. I think Mr. Wetmore was here at one time when I was here.

Question. Did you not come on together?

Answer. I think not. We were in Washington at the same time; I do not think we came on together.

Question. Did you precede him a day or two, or arrive here a day or two after he came?

Answer. I do not remember how it was.

Question. You put up at Willards'?

Answer. Yes, sir; we might have come on the same day; I do not remember.

Question. Did you, in company with Mr. Wetmore, call on the Attorney General?

Answer. I am not certain about that.

Question. Did you call on Gov. Floyd, or Mr. Drinkard, or any one connected with the War Department, at that time with Mr. Wetmore?

Answer. I think not; I am not certain.

Question. What did you do at the Attorney General's office?

Answer. The object in calling there was in reference to the title. I do not know but that I introduced Mr. Wetmore to the Attorney General; I am not certain.

Question. Do you recollect the month this was in?

Answer. I do not.

Question. Do you recollect whether you were here on the last 4th of July.

Answer. I do not.

Question. How long have you known Gov. Floyd?

Answer. I have known him personally ever since he delivered his speech in Wall street, some year or two since.

Question. That was in the political campaign of 1856?

Answer. Yes, sir.

Question. You were introduced to him at that time?

Answer. I think I had met him before, but it was the first time I had a personal acquaintance with him.

Question. Who introduced him to you?

Answer. I do not remember.

Question. Were you in his company with Mr. Richard Schell?

Answer. No, sir.

Question. In his company with Augustus or Richard?

Answer. No, sir; I do not think Richard introduced me to him. He was staying at the New York Hotel at the time. I saw him there.

Question. Since that time have you been on intimate terms with him?

Answer. Yes, sir; more or less. I have met him in New York frequently.

Question. Did you occupy any official relation to the War Department in the month of March, 1857?

Answer. I was appointed a special agent, by the War Department, to examine into the condition of Fort Ripley, in Minnesota Territory.

Question. Was that in the month of March?

Answer. I do not remember the month.

Question. Had you any other appointment from the War Department at that time?

Answer. No, sir.

Question. Had you any other in the month of April?

Answer. Not that I recollect?

Question. In May?

Answer. I do not know that I had.

Question. In June or July?

Answer. It seems to me it was later than March that I was appointed in the Fort Ripley matter?

The CHAIRMAN. I speak of any other appointment from the War Department in either of these months.

WITNESS. I do not remember. I was appointed to go out and make examinations into the condition of Fort Ripley, the number of squatters upon it, and to make a report in regard to its general condition. I did so, and it seems to me I was out there in June or July.

The CHAIRMAN. Were you not in some other way connected with the War Department in the months of March, April, May, June, or July, besides having in charge the Fort Ripley investigation?

WITNESS. I do not remember that I was. I was appointed in reference to Rock Island. The appointment of agent for the fort was tendered me.

Question. When did that occur?

Answer. It was after that.

Question. After July?

Answer. Yes, sir; I think so.

Question. Had you not an appointment in connexion with Fort Snelling?

Answer. Oh! no, sir; not the slightest, directly or indirectly.

Question. Do you know when the money was paid by the government for this Wilkins' Point property?

Answer. I do not. I know that the aggregate amount they paid for the property was $200,000.

Question. Do you know how much was to be paid in cash?

Answer. I do not.

Question. Do you know when the payment was made?

Answer. I do not.

Question. Were you not informed of it by Richard Schell?

Answer. Not that I remember.

Question. Did Mr. Irving inform you of it?

Answer. I had very little conversation with Mr. Irving.

Question. Did you give your opinion to the Secretary of War, or to any person connected with the War Department, or to Mr. R. W. Latham, as to the value of the property at Wilkins' Point?

Answer. No, sir; I did not know anything about it except from hearsay. I heard expressions of opinion as to its value from various parties.

Question. Who were they?

Answer. I had heard Mr. Edward A. Lawrence, of Flushing, a member of the assembly, speak of it.

Question What opinion did he express as to its value?

Answer. I think he said it was worth $2,000 an acre.

Question. Where was that?

Answer. I cannot tell.

Question. Was it at Mr. Mickle's office?

Answer. No, sir.

Question. At Mr. Schell's office?

Answer. No, sir. He is a member of the legislature, and I think it was likely at Albany.

Question. Was this last winter, since the government purchased the property?

Answer. Yes, sir.

Question. Did you hear any expressions of opinion as to the value of the property before the government purchased it?

Answer. Yes, sir; I had heard similar expressions. It seems to me I heard a Mr. Turner, of Flushing, talk of it. He is a man I have known some little time, but I do not know his locality.

Question. Is he the boss painter at the Brooklyn navy yard?

Answer. I do not know whether he holds that position or not.

Question. Who have you heard express an opinion?

Answer. I do not remember. I was thinking I had heard Mr. Grinnell; but I am not certain I did.

Question. Did you ever have any conversation with Mr. Wetmore in relation to the sale of this property to the government before July, 1857?

Answer. I think on one occasion I saw him. I was in Schell's office and Wetmore came in, and I heard him give his opinion of the property, the safety of his (Schell's) advances, the value of the property, and all that sort of thing. Mr. Schell seemed a little anxious about the advances he made or was about making; and, I think, asked Wetmore about the value of the property, and Wetmore gave him his views upon it. That is all, I think, I have heard Wetmore say about it.

Question. Do you know who were interested in the sale of that property to the government?

Answer. I do not. I suppose I do not know of but one man who was interested in it, and that was Mr. Irving, except Mr. Schell said he was to be pretty liberally paid for his advances, &c., in the matter.

Question. How much was he to be paid?

Answer. I do not know.

Question. When was this?

Answer. Before the money was paid.

Question. How much was paid?

Answer. I do not know.

Question. Was Schell your broker?

Answer. We have had various money transactions for a few years past.

Question. Do you know when the money was paid the government on account of the Fort Snelling purchase?

Answer. I should think some time in July.

Question. About what time?

Answer. I should think about the 20th.

Question. Who paid it?

Answer. It was paid by Mr. Steele, Mr. Schell, and myself.

Question. Richard Schell?

Answer. Yes, sir.

Question. How much did Richard Schell pay?

Answer. I do not know what the amount was; Mr. Steele paid $6,000 or $7,000, and Mr. Schell and myself the balance.

Question. What was the amount paid?

Answer. The whole amount paid was $30,000; Mr. Steele, I think, paid $10,000, and Mr. Schell and myself, $20,000.

Question. How much of that did you pay?

Answer. One-half. Mr. Schell and myself paid the balance.

Question. You paid $10,000 of it?

Answer. Yes, sir; I was to pay, of course, my share of it.

Question. Did not Mr. Schell draw the check or draft for the whole of it?

Witness. In the first place, I do not think you have any right to ask any of these questions; you are not investigating Fort Snelling.

The Chairman. It is for the committee to decide whether the question has a bearing upon the subject under investigation.

By Mr. Wood. Has it any connexion with the subject we are inquiring into?

Witness. Not the slightest.

The Chairman. The committee will have no difficulty in seeing that the question has a connexion with this investigation. I ask you whether Schell did not pay the whole amount which was to be paid for himself and you?

Witness. No, sir; we paid it jointly; Mr. Schell might have paid more; I think likely he did; but we have an account between ourselves, a private account, and, of course, I was to account for one-half of it.

Question. Who drew the check?

Answer. I think that was done in Mr. Schell's name.

Question, (by Mr. Florence.) And if he paid it, he paid it on his behalf and your behalf?

Answer. Yes, sir; he paid it for himself and me, of course.

Question, (by the Chairman.) To your knowledge, did Mr. Schell

pay any money towards the purchase of the property at New Bedford, which was bought to sell to the government?

Witness. Are you authorized to investigate the New Bedford matter?

The committee are authorized to elicit all the facts connected with this transaction.

Witness. I decline answering all questions in relation to any other fort than that at Wilkins' Point.

The Chairman. I ask you whether Richard Schell did or did not advance money to you or others on account of the purchase of property at New Bedford, subsequently sold to the government, after the 9th day of July, 1857?

Witness. As you are not investigating the New Bedford matter, I decline answering the question, unless a majority of the commitee decide I shall.

The Chairman. I will state to the committee that it is my object to connect the facts and circumstances of the purchase and sale of the New Bedford property to the government, with the facts and circumstances connected with the sale and purchase of this property at Wilkins' Point.

Witness. My answer to that is, that if Mr. Haskin desires to investigate the New Bedford matter, he must ask Congress to give him the power.

Mr. Hall. I think the question had better be waived.

Mr. Wood. It had, unless it can be shown that it has a direct bearing upon the matter now under investigation.

The Chairman. It is my purpose in putting this question to connect the two transactions.

Witness. It is investigating another matter with which the committee have nothing to do.

Mr. Wood. If the chairman will show us that this question will lead to something touching this investigation, I think it is a proper question.

Mr. Hall. I shall have no objection to the question, if I knew it had some connexion with this investigation.

The Chairman. I do not intend to go into the details of the New Bedford transaction; but this is an important question, in my judgment, directly bearing upon the facts and circumstances connected with the sale and purchase of the property at Wilkins' Point.

Witness. I shall be very much surprised if the committee decide that the question must be answered.

Mr. Wood. I suppose that the committee are aware that many questions have been asked and answered by witnesses that really had no connexion with the subject, and we have seen that they had not as the investigation proceeded. A witness is bound to answer, and state everything he knew relating to the sale and purchase of this Wilkins' Point property by the government; but when he is asked questions like the one to which he now objects, and answers that he knows nothing, showing a connexion between the question and the matter under investigation, I think the committee ought to proceed with caution.

The Chairman. The witness does not say he knows nothing in regard to it, but raises an objection to the question, and refuses to answer it. Do the committee overrule the question?

After consultation, it was decided that the question should be waived for the present.

Question by Mr. Hall. Did Mr. Schell advance money to you or others for the purchase of any other property for the government, which you have reason to believe came from the proceeds of this sale?

Mr. Florence. Which he knows; he has no reason to believe anything.

Witness. In answer to that question, no, sir.

Question by Mr. Florence. Did you directly or indirectly advance any money from the purchase of this property to buy any other?

Answer. No, sir; not to my knowledge.

Question by the Chairman. Did he advance you any money after July to purchase from any party property to sell to the goverment?

Answer. I think not.

Question. Did he not, after the 9th of July, advance you money to go towards the payment for property at New Bedford which was subsequently sold to the government?

Witness. I decline answering anything connected with any facts over which you have no cognizance.

Mr. Florence. You have answered "No" to a question which precedes this and covers it, and why decline to answer now? You say, in answer to the other question: No; that he did not advance any money for that purpose, and I would not decline to answer this question now, which you can answer negatively, when there is no good to result from it.

Witness. Mr. Haskin does not ask that question with any design to connect any body with this fort; he is after another fort in the question.

The Chairman. You have no right to state what my design is, because I have not informed you of it, and you cannot enter into the reasons which govern me in asking the question. I submit to the committee, that a witness who, from his own statement, was connected with the government as its officer in relation to the disposition of Fort Ripley, has no right to set up his judgment here over and above that of the committee when a question is asked him. I proposed a question growing out of the question put from the gentleman from Massachusetts, (Mr. Hall.) The witness had already answered one similar in purport, and the gentleman from Pennsylvania (Mr. Florence) very properly suggested to him that, having so answered, there was, in his opinion, no propriety in his withholding an answer to this; but he still refuses. I say that, as an officer of the government, he should have no hesitation in answering any question bearing even remotely upon this transaction which may be asked him. We all know that in an investigation of this kind, where, perhaps, there has been a combination of individuals to swindle the government——

Witness. You must not use that language before me.

The Chairman. Where there has been a combination of individuals to swindle the government, that those persons come here with a design

of evading and avoiding questions, and therefore a greater latitude is allowable in their examination, to elicit the whole truth. I submit to the committee that an answer to this question should be required.

Witness. In the first place, in regard to the allusion to the swindling part——

Mr. Florence. I do not see how you can take that remark of the chairman to yourself, for you have testified that you had nothing to do with it, and he did not mention your name.

Witness. In the first place, I deny that I am an officer of the government. I was appointed for a specific object. I was sent out to examine the condition of Fort Ripley, the number of squatters upon it, &c., and to report to the Secretary of War. I had nothing to do with selling it; when I made my report, I declined having anything further to do with it——

The witness was here interrupted by the committee, who desired an answer to the following question, which had been put to him before by the chairman, but then waived because he objected to it.

Question. I ask you whether Richard Schell did, or did not, advance money to you or others on account of the purchase of the property at New Bedford, after the 9th day of July, 1857, which property was sold subsequently to the United States?

Witness. I will answer. He did not. I am not going to answer for others; I say, he did not to me.

Question, (by the Chairman.) Did he not advance to others, for and at your request, written or otherwise?

Witness. I decline answering that, unless the committee decide I shall.

Mr. Florence. I do not see that it is pertinent.

Mr. Wood. I think we had better pass the question.

Mr. Hall. If the question was amended so as to connect it particularly with the matter we are investigating, I should be in favor of it; but in its present shape I do not think we can insist upon an answer, if the witness declines.

The question was overruled—the Chairman in favor of it, Messrs. Hall, Florence, and Wood against it.

Question. In the month of April, 1857, were you at the War Department?

Answer. I do not know whether I was or not.

Question. Do you recollect seeing Governor Floyd in the month of April?

Answer. I do not remember.

Question. Did you see Latham in that month?

Answer. I do not remember.

Question. Were you in Washington at that time?

Answer. I do not remember.

Question. Were you here in the month of May, 1857?

Answer. I do not recollect whether I was or not.

Question. Did you see R. W. Latham during that month?

Answer. I do not know.

Question. Did you see Prosper M. Wetmore during that month?

Answer. Very likely; I do not remember. I saw him occasionally during the year.

Question. Were you here during the month of June, 1857?

Answer. I cannot tell here whether I was or not; very likely.

Question. Did you see Governor Floyd in that month?

Answer. Possibly.

Question. Did you have any communication with him in relation to the sale and purchase of the Wilkins' Point property during June, 1857?

Answer. I have stated to you all the conversations I had with him.

Question. I ask you whether, in the month of June, 1857, you had any conversation with Governor Floyd in relation to the sale and purchase of this property?

Answer. I had some conversations with him, but whether in the months of May or June I do not recollect. It was previous to the sale.

Question. Did you give him your judgment in relation to the value of the property?

Answer. I do not think I did.

Question. Did you state to him at that time that Richard Schell was interested in the transaction?

Answer. No, sir; I do not think I did.

Question. Did you state who were interested in the transaction?

Answer. I did not.

Question. Do you know whether Richard Schell had any interest in the transaction as one of the purchasers of the property at Wilkins' Point from the original owner?

Answer. I think he had not. I do not know.

Question. Had you any interest in it?

Answer. No, sir.

Question. Directly or indirectly?

Answer. No, sir.

Question. In the purchase from the original owner or the sale to the government?

Answer. No, sir; except as acting for Mr. Schell in the matter.

Question. What interest had you growing out of that?

Answer. No interest beyond the request of Mr. Schell to assist him in the matter. He said he could not be in Washington, and wanted me to assist him in the matter.

Question. Had you any pecuniary interest in it?

Answer. No, sir.

Question. Have you any pecuniary interest in the proceeds of that sale directly or indirectly, in writing or orally?

Answer. I suppose the only man who had any interest in it, as I stated before, was George Irving. I have none.

Question. Directly or indirectly?

Answer. No, sir.

Question. No contingent interest?

Answer. No, sir.

Question. Do you know whether Prosper M. Wetmore has or has not an interest in the proceeds of that sale?

Answer. I do not think he has, but I do not know.

Question. Do you know the extent of the interest Mr. Richard Schell had in it?

Answer. I do not know.

Question. Were you in Washington when the deed was delivered to the government on behalf of Irving, and the draft drawn and delivered?

Answer. I think I was here at that time.

Question. Were you at the Attorney General's office at that time in relation to it?

Answer. I think that was the time I was there.

Question. Were you at the War Department in relation to it?

Answer. I think I was at the War Department once or twice at that time.

Question. Did you assist to consummate the matter?

Answer. Yes, sir; I assisted.

Question. Do you know who received the draft?

Answer I was not certain who did; I do not remember.

Question. Who were here from New York at that time?

Answer. I think William C. Wetmore was here.

Question. Was Prosper M. Wetmore here?

Answer. I do not remember that he was. I think Irving was here himself.

Question. Was Richard Schell here?

Answer. He was not.

Question. He had been here in relation to it?

Answer. I do not know.

Question. Did he not at that time request you to attend to it here, telling you he had been on about it himself?

Answer. No, sir; he might have been here, but I am not aware of it.

Question. Did you know of any party having an interest in this transaction except Mr. Irving?

Answer. Except so far as Mr. Schell is interested.

Question. Do you know whether Irving has been paid the proceeds of the sale?

Answer. I suppose he has, I do not know.

Question. Is General Prosper M. Wetmore a man of property?

Answer. I do not know anything about it.

Question. Did Richard Schell ever state to you what he had done with the proceeds of the sale.

Answer. I do not think he did. I think he said to me once that he had paid Mr. Irving up, or partly up. I think he said he had paid him up. I do not remember, in fact I cannot tell.

Question. What is the business of Richard Schell?

Answer. He is an extensive broker.

Question, (by Mr. FLORENCE.) Has he large money transactions?

Answer. Very large, indeed.

Question. Has he been in the habit of loaning money for any purpose?

Answer. Yes, sir, if he can get paid for it.

Question. During the month of July were his transactions to your knowledge pretty extensive?

Answer. I do not know.

Question. Is he in the habit of loaning large amounts?

Answer. Yes, sir.

Question by the CHAIRMAN. You have stated you never saw the Wilkins' Point property, and do not know of your own knowledge anything of its value?

Answer. Yes, sir; but will say from what information I have received, that I believe the government has bought it for $50,000 less than what it is worth.

MONDAY, *April* 12, 1858.

General JOSEPH G. TOTTEN, sworn:

Question. What is your position in the army?

Answer. I am a colonel of engineers and a brevet brigadier general.

Question. When was your attention first called to the appropriation made for the purchase of property for a fortification opposite Fort Schuyler?

Answer. On the passage of the law. We kept a close watch, being much interested in it.

Question. When and by whom was that work recommended?

Answer. The work was recommended in 1820 by the first board of engineers. Understanding that the matter might be of some interest to the committee, I brought with me a report made in 1820 in reference to the necessity of fortifying Wilkins' Point and Throg's Point, which, you know, are opposite each other?

Question. Was any specific recommendation made during the session of Congress in which the appropriation passed?

Answer. Yes, sir. The appropriation was recommended with a great deal of emphasis several times.

Question. Was it during that sesion?

Answer. I think it was.

Question. When did you commence negotiating for the purchase of the property?

Answer. Within a few days after the passage of the act.

Question. With whom did you commence negotiating?

Answer. Major Barnard, the chief engineer of New York harbor, instructed by the engineer department to make investigations as to the value of the land, the ownership, &c., in that point and other points in the neighborhood. I will say, incidentally, that the law, under the recommendation of the engineer department, appropriated not for Wilkins' Point expressly, but a point opposite Throg's Point, in order not to indicate the precise spot. There was really, in the opinion of the engineer department, some latitude allowable; that is to say, if the value of the property was very high and exorbitant on Wilkins' Point, it was the opinion of the engineer department, that we could take some other point, if it could be had at a more reasonable price. Major Barnard was instructed to make investigations, which he did. The correspondence between him and the department (a copy of which I have been told has been furnished the committee)

will give his reports on the subject, and all the instructions of the department to him.

Question. Do you remember what various pieces of property were submitted for sale to the government opposite Fort Schuyler?

Answer. Under those instructions Major Barnard obtained the prices from several of the owners opposite.

Question. Was your attention called to Cryder's Point?

Answer. I think so. I am not certain about the names of the places; but it seems to me that that was one of the names?

Question. Do you remember at what price that property was offered?

Answer. I do not.

Question. Under whose direction was the act of condemnation obtained?

Answer. By the direction of the engineer department.

Question. Did you approve of the purchase of the property at Wilkins' Point from Mr. Irving?

Answer. I had nothing to do with it.

Question. Has it not been customary for your department to negotiate and close the purchase of land for fortification purposes?

Answer. It has always been so, with the understanding that we act in the name of the War Department. The agency has always been with the engineer bureau since I have been in it.

Question. It seems you commenced negotiations through Major Barnard, and they were carried on down to a certain time.

Answer. Yes, sir.

Question. State by whom they were taken from under your control, and the reason for it.

Answer. I supposed the negotiations to be in charge of the engineer department, subject, as I have just said, to the approval of the Secretary of War during the whole of the early steps. Of course, I kept the Secretary of War informed, from time to time, of the subject, by communicating to him the letters of Major Barnard. I do not know whether it is within the scope of your inquiry for me to say anything about conversations I had with the Secretary.

The Chairman. That is what we desire.

Witness. I had conversation with the Secretary of War on the subject, especially as to whether we should resort to a jury or not. He was doubtful, but was not satisfied with the high terms demanded. My own opinion was that we ought to have a jury, in order to cover any price we ultimately might have to give, and the correspondence shows that. I endeavor to communicate nothing but what the correspondence will show.

Question. Did you not express to the Secretary in your coversation with him a desire to have a jury under that act to condemn the property?

Answer. Yes sir, I did; but I do not remember whether on more than one occasion.

Question. Did you not consider the price which was asked for this Wilkins' Point very exorbitant?

Answer. Yes, sir.

Question. And the price which was paid very exorbitant?

Answer. I ought to say, in answer to the first part of the signing, that I knew nothing of the land from personal examination of it, but seemed to me to be an exorbitant price which was demanded by the owner, Mr. Weissman, and it was on that ground that I was disposed to have a jury, in order, if we were obliged to pay a high price, we might go before the country with the justification of the verdict of a jury.

Question. What was the price asked by Weissman?

Answer. According to my recollection, Mr. Weissman demanded $1,000 an acre and $15,000 for his improvements; that is shown in a letter of Major Barnard's. I considered that a high price, and thought a jury would give it for less; but that if they gave as much, we should be justified in paying it under their award.

Question. Did you make that statement early to the Secretary of War?

Answer. That must have been the tenor of our conversation, but I do not remember.

Question. Did you call the attention of the Secretary of War to the act of condemnation before the purchase was agreed to?

Witness. Do you mean whether the Secretary knew, from my conversation to him, that there was such an act?

Mr. Haskin. I do.

Witness. He must have known it; that was the course of business. He must have understood, in the first place, that the application had been made and that it had been granted.

Question. Has it been the custom of the War Department to pay more than the specific appropriation for property during your connexion with it?

Answer. I have no knowledge of any such a case; if there has been, it has not been within my experience.

Question. Do you say that the conclusion of the negotiation for the purchase of this property was taken from your department and taken charge of by the Secretary of War?

Answer. I do not say that; but that while the matter was in hand I received instructions from the Secretary of War to pay a certain price to Mr. Irving for that land.

Question. Those were written instructions?

Answer. They were instructions endorsed upon the proposition of Mr. Irving. The first I saw of Mr. Irving's proposition was the paper containing his proposition, with the endorsement of the Secratary of War upon it, of which you have a copy.

Question. Had you ever any interview with Mr. Irving at the War Department?

Answer. I never saw him to know him.

Question. Did you ever see Prosper M. Wetmore in relation to it?

Answer. No, sir.

Question. Did you ever see Mr. Latham in relation to it?

Answer. No, sir.

Question. Was it taken from your department by the War Department?

Answer. It was taken from our bureau by the War Department.

Our's is a bureau, and we are under the direction of the Secretary of War in all things; everything we do is in the nature of an agency.

Question. And did you not consider it out of the ordinary sphere of the acts of the War Department to take the management of this business from you?

Answer. No, sir; I have never known precisely such a step; but, of course, there was nothing to touch the *amour propre* of the engineer department.

Question. You were in the habit of executing such business, but you did not regard the intervention of the Secretary as an improper interference with the especial duties of your bureau?

Answer. No, sir; That duty is conferred upon our bureau merely as a subordinate branch of the War Department, and for the assistance of the War Department.

Question. You had advised, up to the moment of this act of the Secretary, that the property should be submitted to a jury for condemnation?

Answer. The ordinary course of proceeding would be this: The engineer department would feel itself bound to take all the preliminary steps, and inform the Secretary of War of the result whenever it was of sufficient significance to require it. Where particular steps were necessary to be taken, we would take them under the warrant and by the authority of the Secretary. This negotiation was proceeding as a mere matter of business, and would have been consummated by a jury condemning it, if my course had been satisfactory to the Secretary; but the Secretary had reasons to prefer a direct purchase, and the notice we got of that purchase came in the way I have mentioned.

Question. If you were understood correctly, you stated that before this case it had been unusual for the Secretary to take charge of a purchase of this kind, and that it had been the custom to leave it to the engineer bureau?

Answer. I believe, without exception, since I have been in the engineer department, the purchase of land, under such circumstances, has always been made entirely through the agency of the engineer department.

Question. How long have you been connected with the engineer department?

Answer. Twenty years.

Question. Why was it that the negotiations which were going on between Major Barnard and Mr. Weissman for the purchase of this property were interrupted?

Answer. I am not able to say. I understood the case up to the period of the acceptance of Mr. Irving's offer; beyond that I know nothing, except that we consummated the purchase by paying the money.

Question. By the directions of the Secretary of War?

Answer. Yes, sir; we took all the steps necessary to secure the United States.

Question. Down to the time when the Secretary accepted the offer of Irving did you understand that this property could be had for $1,000 an acre, and $15,000 for the improvements?

Answer. Yes, sir.

Question. Major Barnard had entered into these preliminary regulations by your direction?

Answer. Yes, sir.

Question. Did he make any report to you of the terms and conditions?

Answer. Yes, sir.

Question. Did he not employ an agent, Mr. Van Nostrand, to negotiate with Mr. Weissman?

Answer. I do not know.

Question. Was it your impression that the property could be obtained for $100,000?

Answer. Major Barnard states in one of his letters that he thought it might be obtained for that amount.

Question. You received information from Major Barnard, that he supposed the property might be obtained for $100,000?

Answer. Yes, sir.

Question. Was the Secretary cognizant of it?

Answer. Yes, sir; (deed from Irving to U. S. shown witness.)

Question. Is that not the writing of Governor Floyd endorsed on the back of the deed?

Answer. I do not think the endorsement is, but the signature is. I think the endorsement is in the handwriting of his first clerk, Mr. Drinkard.

FRIDAY, *April* 23, 1858.

GRAHAM POLLEY, sworn:

Question. Where do you live?

Answer. In the eastern district of Brooklyn.

Question. How far from Wilkins' Point?

Answer. About eight miles.

Question. What is your business?

Answer. A distiller.

Question. Do you know the property at Wilkins' Point, which the government purchased in 1857?

Answer. Yes, sir.

Question. Do you know the gentleman who owned it in 1857?

Answer. I have seen him at my place two or three times; his name is Weissman: he called for the purpose of selling the property to me. I think this was two years ago next July; he proposed to sell me 120 acres.

Question. What did he propose to sell them for?

Answer. His asking price was $65,000—he was anxious to sell.

Question. What was your opinion of the value of the property?

Answer. I had a friend who lived within half a mile of this property, and who wished me to buy it. He thought I could buy it for $45,000, but I would have been willing to have given $65,000 for a country seat. Weissman was very anxious to sell. I understood from my friend that he was in a very tight place, and I heard that the property had been in the market some time.

By Mr. Florence. You understood who was in a tight place?

Answer. Mr. Weissman.

Question. And that was the reason he wanted to sell the property?

Answer. Yes, sir; and a friend of mine who lived near him brought him down to me.

By Mr. Hall. You think this was two years ago?

Answer. It was either two or three years ago. A little party of my friends went up with me on a steamboat I owned, to view the place, and they agreed with me that it was two years ago; I was not in the place but went around it.

Question. Did Weissman come to you more than once in relation to the sale?

Answer. Yes, sir; twice certain, and perhaps three times.

Question. You think it was two years ago?

Answer. Yes, sir; two years next July.

Question. Would you have considered it cheap at $65,000?

Answer. A person must have wanted it very bad to have paid that for it. They told me at the time that the government wanted to buy ten acres of it, and that I might get a good round price for it.

Question. There were 120 acres in all?

Answer. Yes, sir.

Question. What did the government want it for?

Answer. Fortification purposes.

April 24, 1858.

George Irving, sworn:

Question. Where do you live?

Answer. On Long Island.

Question. Where abouts on Long Island?

Answer. For the last two months I have resided at South Oyster Bay.

Question. Where did you reside in March 1857?

Answer. On Little Neck Bay, Long Island.

Question. When did you purchase the property at Wilkins' Point?

Answer. About April 1, 1857.

Question. From whom?

Answer. From the trustee of Mrs. Weissman.

Question. With whom did you negotiate the purchase?

Answer. Mr. Weissman.

Question. Frederick Weissman?

Answer. Frederick.

Question. When did you commence the negotiations with him?

Answer. In the latter part of March.

Question. Was the understanding verbal or in writing?

Answer. In writing.

Question. Had you, before you commenced this negotiation, been informed of the appropriation made by Congress for its purchase?

Answer. I saw it in the papers.

Question. Did you commence the negotiations with the view of selling the property to the government?

Answer. Yes, sir.

Question. When you commenced the negotiation, had you knowledge

that the government, through any of its agents, had commenced the negotiations for the purchase?

Answer. No, sir.

Question. You had no knowledge?

Answer. No, sir.

Question. Did you not know that Major Barnard or Mr. Van Nostrand had been negotiating the purchase?

Answer. The day I went to see Mr. Weissman, he told me that Major Barnard had been there the day before looking at the land, but that he had not decided that he wanted it, and that he had been over to Cryder's Point that day, and had given out that he thought it would suit better than Weissman's.

Question. How much did you pay for the property?

Answer. $130,000.

Question. Please state the mode of payment?

Answer. I paid $10,000 on the 15th of April, and $20,000 in the beginning of July, and the balance in a mortgage for $85,000.

Question. Did you pay the $10,000 in cash on the 15th April?

Answer. Yes, sir; I paid $1,000 in cash, and $9,000 in a check.

Question. When was that check payable?

Answer. Ten days afterwards.

Question. Are you not mistaken? Was not the check for $9,000 payable on the 28th of April?

Answer. It may have been, and probably was; I thought it was payable ten days afterwards.

Question. On what bank was the check given?

Answer. On the North River Bank.

Question. At the time you gave that check on the 15th of April, had you $9,000 in the North River Bank?

Answer. No, sir.

Question. When was the $9,000 deposited?

Answer. It was not my own check.

Question. Whose check was it?

Answer. It was the check of Prosper M. Wetmore, drawn to my order.

Question. Had he at the time that check was drawn on the 15th of April, $9,000 in the North River Bank?

Answer. I do not know.

Question. The check for $9,000 Prosper M. Wetmore gave, payable to your order?

Answer. Yes, sir.

Question. What induced Mr. Prosper M. Wetmore to give that check?

Answer. It was a friendly act on his part.

Question. Did he at the time he loaned you this money, know that it was for the purpose of making this payment on the Wilkins' Point property?

Answer. Yes, sir, I believe he did.

Question. Had he any interest with you in the purchase?

Answer. No, sir; I bought it on my own responsibility.

Question. Had he any interest in it, directly or indirectly?

Answer. No, sir.

Question. When did you receive the deed for that property?
Answer. In the beginning of July.
Question. What time in July?
Answer. I think it was on the third.
Question. You are not certain about that?
Answer. It was between the first and fourth, either on the second or third.
Question. Did you receive the deed before Wm. C. Wetmore returned from Washington?
Answer. I received it before he left for Washington.
Question. When did you pay the $30,000?
Answer. I paid part of it when I received the deed.
Question. How much?
Answer. $20,000.
Question. Not in addition to the $10,000?
Answer. Yes, sir.
Question. When did you pay the balance?
Answer. On the 6th or 7th of July, Mr. Wm. C. Wetmore paid this for me, and he attended to the business.
Question. Did he pay the $20,000?
Answer. Yes, sir.
Question. And also the balance, making up the $35,000?
Answer. Yes, sir. I was to pay $45,000, and I paid the $10,000 in April, and left a balance of $35,000 to be paid.
Question. And Mr. Wm. C. Wetmore paid this money for you?
Answer. Yes, sir.
Question. As to the time when it was paid, have you any certain knowledge whether it was paid on the 6th or the 7th?
Answer. It was paid through him.
Question. And whenever he paid it was the time?
Answer. Yes, sir. The money was handed to him and he paid it.
Question. Where did he receive the money from?
Answer. From Mr. Schell.
Question. How much?
Answer. $35,000.
Question. When did he receive that?
Answer. He received it at different times between the first and eighth of July; he paid $20,000 somewhere about the second or third.
Question. Wm. C. Wetmore paid it?
Answer. Yes, sir. He received it from Mr. Schell at that time, so I understand.
Question. Who did you understand that from?
Answer. From Mr. Wm. C. Wetmore. He told me that he received this money from Mr. Schell and paid it. I was not present at the time and did not see it, but I take his word that he received it and paid it.
Question. Who and what induced Mr. Schell to advance this money?
Answer. Mr. Schell is a broker who loans money, and I got Mr. Prosper M. Wetmore to go to him and see if he would loan me that amount of money; that was in April after I had made the purchase of the place.
Question. Did you see Mr. Schell?

Answer. No, sir; I was not acquainted with Mr. Schell.

Question. Prosper M. Wetmore negotiated the loan?

Answer. Yes, sir.

Question. On what terms was the loan negotiated?

Answer. At the time I did not make any positive arrangement with him; afterwards I paid him $5,000 for the loan.

Question. When did you pay him $5,000?

Answer. In July.

Question. After the whole thing was consummated and the property sold to the government?

Answer. Yes, sir.

Question. Do you know where Mr. Schell obtained this money from?

Answer. No, sir.

Question. Had you ever seen Schell in relation to this transaction, until you paid him the $5,000.

Answer. Oh, yes; repeatedly during the summer.

Question, What time in the summer?

Answer. In the middle or latter part of April my acquaintance first began with him.

Question. Who introduced you to him?

Answer. I was in Prosper M. Wetmore's office, and Mr. Schell came in; there was nobody in the office at the time; I do not know whether he spoke to me first, or I to him; I knew him by sight, having previously seen him passing along.

Question. Who negotiated the sale of the property to the government?

Answer. I wrote direct.

Question. To whom?

Answer. Gov. Floyd.

Question. When?

Answer. In the beginning of April.

Question. Did you call on Floyd in person about it?

Answer. No, sir; I have never seen Floyd.

Question. Did Mr. Prosper M. Wetmore?

Answer. Not that I know of.

Question. Did you ever see Mr. Latham?

Answer. Yes, sir; I have seen him, but not in reference to this purchase; I think I saw him the month after I made the purchase of Wilkins' Neck.

Question. That was about the first of March?

Answer. I made the purchase about the first of April and met him about the first of May.

Question. Where did you see him?

Answer. I think I first saw Mr. Latham in Mr. A. W. Thompson's office.

Question. Who introduced you to Mr. Latham?

Answer. I do not know whether Mr. Thompson did, or who did.

Question. Did you talk to him about the purchase of this property by the government?

Answer. I do not recollect; it is very likely I did.

Question. Did you see Latham subsequently at Richard Schell's office?

Answer. Yes, sir; I think I did.

Question. And converse with him on the subject of the purchase of this property by the government?

Answer. Yes, sir; I think, when I conversed with Latham, the negotiations were completed.

Question. Did Mr. Prosper M. Wetmore assist in the negotiation for the purchase or sale of this property?

Answer. He assisted me with his advice.

Question. Did he, to your knowledge, write to Latham, Governor Floyd, or any one connected with the War Department, about it?

Answer. Not that I know of.

Question. Did he ever inform you that he had written or corresponded with them on the subject?

Answer. No, sir.

Question. Did Schell assist in the negotiation?

Answer. Not that I know of.

Question. You say you borrowed the money from Schell with which you paid for the property; did you give him any security?

Answer. No, sir. If I had given him security I should not have given him so much bonus for his money.

Question. The negotiations between Schell and yourself were, if I have understood you correctly, consummated by Prosper M. Wetmore?

Answer. Mr. Prosper M Wetmore first spoke to him about it and afterwards I spoke to him.

Question. When did you first see Schell in relation to this negotiation?

Answer. I cannot recollect the day, but it was in the month of April.

Question. What passed between Schell and you at that time?

Answer. I really cannot recollect, but it was nothing important—a general conversation about the matter.

Question. What was the conversation about?

Answer. It was about my purchase and the amount of money I would want.

Question. Did you state the amount of money you would need?

Answer. I told him what my arrangement was with Wissman, that I was to pay him $10,000 down and the balance on or before the 10th of July.

Question. This was in April?

Answer. It was about the middle of April.

Question. After the negotiations were completed between you and Wissman?

Answer. Yes, sir.

Question. State what occurred at your first interview with Schell, and what agreement you made with him?

Answer. Mr. Schell agreed to advance the amount of money necessary. The principal part of the negotiation was conducted by Prosper M. Wetmore, and he had arranged this with Schell beforehand. Af-

terwards I met Schell and had a general conversation with him on the subject.

Question. What was the agreement between Schell and Prosper M. Wetmore, acting for you, or what agreement had you in person with Schell in relation to the advance of this money?

Answer. He agreed to advance it.

Question. Did he not ask any security for it?

Answer. No, sir; he agreed previously with Mr. Wetmore to advance the money.

Question. For you?

Answer. Yes, sir.

Question. You say you do not know where Schell obtained the money from?

Answer. I understood that Schell was in the habit of negotiating for large sums of money, and Wetmore went to him.

Question. Had you this conversation with Schell previous to the purchase?

Answer. Yes, sir.

Question. The loan was arranged by Prosper M. Wetmore, who conferred with Schell?

Answer. That was after I had entered into the agreement to purchase.

Question. Then your conversations were originally with Mr. Prosper M. Wetmore?

Answer. Yes, sir.

Question. Did he suggest to you that he knew a person from whom he could obtain the money?

Answer. Yes, sir; I think he did.

Question. You paid $1,000 in cash and the remaining $9,000 with a check of Mr. Prosper M. Wetmore's?

Answer. Yes, sir.

Question. Had you reason to suppose at the time Wetmore gave his check for $9,000 that he had that amount of money?

Answer. I did not know anything about his private affairs?

Question. Had you any idea that he was in condition to advance $9,000?

Answer. It would be impossible for me to say.

Question. Is Prosper M. Wetmore a wealthy man?

Answer. I do not know anything about him. I have been acquainted with him for years, but he has never said anything to me about his money affairs.

Question. Was this check for $9,000 a certified check?

Answer. No, sir. Some people say that Wetmore is wealthy and some say he is not.

Question. You say you paid down $1,000 when you consummated the bargain to purchase with Wissman?

Answer. Yes, sir.

Question. Was the $1,000 your money?

Answer. I received it from Mr. Prosper M. Wetmore.

Question. Did Mr. Prosper M. Wetmore give you to understand, in the preliminary conversations you had with him, that the negotiations

for the purchase of the property were completed, and that he could furnish the money?

Answer. No, sir; I cannot say he did. I talked with him about the purchase of the property. I thought it was a good purchase.

Question. If the government would take it?

Answer. No, sir. I thought it was a good purchase any how.

Question. Did you converse with Mr. Prosper M. Wetmore previous to these negotiations about the purchase of the property?

Answer. Yes, sir. I took his advice about it as I would take the advice of a friend.

Question. Did you ever converse with him about the way you should pay the money?

Answer. No, sir.

Question. Did he ever suggest to you that he would render you the friendly office of furnishing the money?

Answer. No, sir.

Question. Did you request him to furnish you with the money previous to the purchase?

Answer. No, sir; I talked with Mr. Prosper M. Wetmore about making the purchase, and remarked that the only fear I had was that I would not be able to meet the payments; and he then said that if I concluded to purchase he would assist me as far as he could to make them.

Question. Did you pay Prosper M. Wetmore any commission?

Answer. No, sir; none whatever. I have been intimately acquainted with Wetmore for a number of years.

Question. When did you receive the deed for this property?

Answer. In July.

Question. When did you deliver it to the government?

Answer. In July.

Question. How many days elapsed between the time you received the deed and the time you passed it to the government; or was that all done through Mr. Wetmore?

Answer. It was all done through Mr. Wm. C. Wetmore. I got him to come on here and attend to the business, and I concluded I would not come on at all; but afterwards I thought they might want me here to give some receipt, and I came on here and merely remained on hand.

Question. Mr. William C. Wetmore transacted all the business with the department?

Answer. Yes, sir.

Question. Did he see Mr. Floyd about it?

Answer. I believe he did. I never conversed with Mr. Floyd in my life.

Question. Do you recollect the day the War Department accepted your proposition to sell this property?

Answer. No, sir, I do not. I had a certified copy of the acceptance (of which you have probably the original) sent to me.

The CHAIRMAN. That is dated the 28th of April.

WITNESS. I knew it was some time in April.

Question. Was the check for $9,000 paid before you had received

notice from the department that your proposition to sell had been accepted?

Answer. I do not know; Mr. Wm. C. Wetmore attended to that.

Question. Did he attend to the payment of Prosper M. Wetmore's check for $9,000. Was that check paid before you had knowledge, that the government had accepted your proposition?

Answer. That check was never paid.

Question. The check of Prosper M. Wetmore for $9,000?

Answer. It was never paid; another check was given in its place, at least, so I understand.

Question. Whose check was given for it?

Answer. I expect it was Mr. Richard Schell's; I do not know. Mr. William C. Wetmore substituted Schell's check for that of Prosper M. Wetmore, I think.

Question. When was that?

Answer. In the latter part of April.

Question. When was it paid?

Answer. It was paid on the same day that the other check matured.

Question. And it was Mr. Richard Schell's check?

Answer. I presume it was.

Question. To whose order was it made payable?

Answer. I do not know; I never saw the check.

By Mr. FLORENCE. It may not have been a check at all, then; it may have been money.

WITNESS. I do not know in what manner the payment was made, Mr. William C. Wetmore attended to it, and it may have been his check for all I know.

By the Chairman. There was $115,000 paid by the government for the property?

Answer. Yes, sir.

Question. Who received that money?

Answer. I believe William C. Wetmore received it.

Question. Did he receive it here?

Answer. I believe my arrangement with him was that he should come on here and attend to the business and receive the draft; and I authorized him to pay that draft over. The fact was to hold the draft, and pay Mr. Richard Schell his advances out of it and his commission.

Question. Was William C. Wetmore your lawyer?

Answer. Yes, sir.

Question. Had he been your lawyer before in any other transaction?

Answer. No, sir.

Question. Who recommended him, or introduced him to you?

Answer. Prosper M. Wetmore spoke to me about him, but I do not know who introduced me to him.

Question. Is he a relative of Prosper M. Wetmore?

Answer. He is his cousin.

Question. The $115,000 was received in a draft by William C. Wetmore?

Answer. I believe so.

Question. To whom was it made payable?
Answer. To my order.
Question. Where did you receive the draft?
Answer. In New York, from Lieutenant Gillmore.
Question. Who was with you at the time you received it?
Answer. Mr. Richard Schell. At that time he had large engagements maturing, and was very anxious to get his money back again; he wanted to go up to the office to see if the draft was paid, and when I got up to the office, instead of paying the draft to William C. Wetmore, and allowing him to pay it, I endorsed the draft over direct to Mr. Schell, and afterwards he settled with Wetmore.
Question. Did you go to Gillmore's office with Schell?
Answer. Yes, sir.
Question. Did you endorse the draft over to Schell in Gillmore's office?
Answer. No, sir.
Question. Where did you endorse it over to him?
Answer. After we left Gillmore's office Mr. Schell wanted to go down to Wall street, and I wanted to go to another part of the city, and so we stepped into a store and I there endorsed the draft over to him.
Question. After you left Gillmore's office you did this?
Answer. Yes, sir.
Question. When you received this draft from Mr. Gillmore did you hand it over to Schell, in order that he might take out the amount he had advanced, and also use the balance to meet the amounts falling due he had spoken of?
Answer. He told me he had some engagements coming due.
Question. Did you not hand the draft over to him immediately after you left Gillmore's office?
Answer. Yes, sir.
Question. Do you recollect the day?
Answer. I think it was about the 8th of July. It was the same morning I returned from Washington.
Question. What did Schell do with the draft?
Answer. I do not know. I suppose he deposited it in his bank.
Question. You received the draft in the morning?
Answer. Yes, sir.
Question. And endorsed it over to Schell in the morning of the same day you received it from Gillmore?
Answer. Yes, sir.
Question. What became of that $115,000?
Answer. I do not know what became of the money.
Question. You do not know what became of the money?
Answer. No, sir; I do not know what Schell did with it.
Question. It was your draft?
Answer. Yes, sir.
Question. Payable to your order?
Answer. Yes, sir; but when I endorsed it over to him it was his draft.
Question. Was it his money?
Answer. No, sir.

Question. What became of the money Schell received on that draft?

Answer. After deducting his advances to me, which were paid out by him, amounting to $45,700, and my lawyer's fee, which he paid, he took out his commission, $5,000, and then he advanced me different sums of money.

Question. How much did he pay you?

Answer. About $12,000; the balance, which amounted to about $51,000, I authorized Mr. Wm. C. Wetmore to settle with Schell, and take Schell's note at twelve months for; it was for fifty-one thousand seven hundred and odd dollars that I authorized Wetmore to take Schell's note for.

Question. Is this note of Richard Schell payable to you?

Answer. I do not know whether it is payable to Mr. Wetmore's order or mine; I have never seen it.

Question. What was the note given for?

Answer. For the balance coming to me.

Question. You have never seen it?

Answer. No, sir.

Question. Do you know who holds it?

Answer. Mr. Wm. C. Wetmore, for me.

Question. Does he hold it for collection?

Answer. Yes, sir.

Question. Have you any sort of an acknowledgment from Mr. Wm. C. Wetmore that he holds it?

Answer. No, sir; he is my lawyer.

Question. What is the understanding between Schell, Prosper M. Wetmore, and yourself, in regard to this balance?

Answer. I have no understanding in reference to it.

Question. Is it to be paid to you?

Answer. I understand so.

Question. Understand so from who?

Answer. From Mr. William C. Wetmore; I hold him accountable as my lawyer.

Question. Have you had any understanding with Schell about it?

Answer. No, sir; it has all been done through Mr. Wm. C. Wetmore, who has negotiated all my business matters.

Question. How much out of this $115,000 paid by the government have you realized in cash?

Answer. All except $51,000.

Question. Have you received one dollar cash for your own use?

Answer. About $12,000.

Question. You received that much actually from Schell?

Answer. Yes, sir.

Question. When did you receive it?

Answer. In July.

Question. After you gave him the draft for $115,000?

Answer. Yes, sir.

Question. Is there no understanding existing between Schell and you, Prosper M. Wetmore and you, or between any other parties and you, that this $12,000 is all you are to receive out of the transaction?

Answer. I have never had any understanding with Schell on the

subject. I put it in Wetmore's hands to close up the transaction for me.

Question. You say you received $12,000 in cash out of $115,000. Now, had you any understanding with Schell, Prosper M. Wetmore, William C. Wetmore, or any one else, that that was all you were to receive out of this transaction?

Answer. No, sir.

Question. There is no such understanding?

Answer. No, sir.

Question. Is there any understanding in relation to this balance between yourself and William C. Wetmore, Richard Schell, or Augustus Schell?

Witness. I have never spoken to Augustus Schell on the subject?

Question. Or Prosper M. Wetmore, or any one else?

Answer. I cannot say that there is.

The Chairman. You know whether there is or not. What is the understanding which exists in relation to this balance?

Answer. The understanding is that William C. Wetmore is to hold that note for collection; so he told me. What William C. Wetmore's understanding with Schell is I cannot say.

Question. Do you consider that note now in the hands of William C. Wetmore your property solely?

Answer. Yes, sir.

Question. Would you consider it as a part of the assets of your estate?

Answer. Yes, sir; I should think it was.

Question. Do you assert that it is?

Answer. No, sir; because Mr. Wm. C. Wetmore never entered into particulars with me.

Question. That note is payable to your order and held by him for collection?

Answer. I do not know that it is payable to my order; it may be payable to Mr. Wetmore I told Mr. Wm. C. Wetmore to settle with Richard Schell, and I look to him for the balance.

Question. Do you know that there is any such note of Richard Schell in existence?

Answer. Only from hearsay; Wm. C. Wetmore told me there was such a note.

Question. Did Richard Schell ever acknowledge to you there was such a note?

Answer. I never have spoken to him about it.

Question. Do you assert any claim whatever over that note?

Answer. No, sir, I assert a claim over Wm. C. Wetmore for that amount?

Question. As your lawyer?

Answer. Yes, sir; he was told to settle with Mr. Schell.

Question. Was there any understanding about interest?

Answer. Yes, sir; I think I told William C. Wetmore I should expect interest.

Question. When?

Answer. I cannot recollect the day; it was some time ago.

Question. Had you any information from the War Department o

from Richard Schell, before the $9,000 was paid, that the government would take the property?

Answer. I think not.

Question. Are you not certain about it?

Answer. I received word about the time the check fell due that the government would accept my offer; but whether a day or two before or a day or two after I cannot say.

Question. Did you not receive such information on the same day that the check be ame due?

Answer. No, sir; I was not in town that day.

Question. Was it not a short time after you received the information that the government would accept your offer that the check was paid?

Answer. I cannot say.

Question. From whom did you receive intelligence that the government would accept it?

Answer. From a letter directed to me. I think it was directed to me, and sent to the care of Prosper M. Wetmore.

Question. By whom was the letter written?

Answer. The letter was merely a copy of my offer to sell, and underneath was written the acceptance by Gov. Floyd, and beneath that was the certificate of the clerk of the War Office, Mr. Drinkard, that it was a true copy of the original, which was filed in the office.

Question. You received that letter through Prosper M. Wetmore?

Answer. It came to his care. I resided out of town; and when I was in town I was generally at Prosper M. Wetmore's office, and then, as now, a great many letters for me were sent there.

Question. Is there no understanding between Prosper M. Wetmore and you, that he is to have an interest in this balance coming to you from Schell?

Answer. No, sir.

Question. How will he be paid for his services in attending to this transaction?

Answer. I do not know that he is to receive anything.

Question. Will you swear that he does not receive any pay, directly or indirectly, for his negotiation and services in this transaction?

Answer. I cannot swear, because I do not know what he will receive.

Question. I ask you whether he is not, directly or indirectly, to receive something for his services in this transaction?

Answer. There is no agreement of that kind.

Question. Is there no understanding?

Answer. No, sir.

Question. Who called your attention to purchase this property, in order to sell it to the government?

Answer. I do not know. I have heard general conversations about that piece of land being taken for the government.

Question. Did Prosper M. Wetmore, or did he not?

Answer. No, sir; I do not think he did. We talked about it before I purchased it.

Question. Was Prosper M. Wetmore then staying at your house?

Answer. No, sir. I met him in New York. I came down fre-

quently to New York and went to his office. I do not know whether he spoke to me first, or I to him.

Question. Did he say to you that he thought he could negotiate the sale to the government?

Answer. No, sir.

Question. Did he ever inform you he was intimate with Floyd, Latham, or any of these parties, and that he thought he could help you to negotiate this sale?

Answer. He may have said something of the kind; I do not know whether he spoke of Gov. Floyd, or Latham, because I do not know that he was intimate with them.

Question. Was any of the purchase money, except $1,000, paid to Weissman for this property until the draft for $115,000 was received by Mr. Schell?

Answer. Yes, sir.

Question. When and what part of it?

Answer. There was $1,000 paid on the 15th April, and $9,000 the latter part of April; I cannot tell the exact day, but it was between the 25th and 28th.

Question. You say Schell's check for $9,000 was substituted for the check of Prosper M. Wetmore for that amount?

Answer. Mr. William C. Wetmore got the money from Richard Schell, but I do not know in what shape.

Question. Then $1,000 and $9,000 were paid in April?

Answer. Yes, sir.

Question. There were some incumbrances upon the property which were paid off?

Answer. Yes, sir.

Question. Were those incumbrances paid off before the $115,000 was received from the government?

Answer. Yes, sir.

Question. When were they paid?

Answer. About the 7th or 8th of July.

Question. Do you mean to say that they were paid off before the $115,000 was paid to Mr. Schell?

Answer. $20,000 were paid when I received the deed, which cleared off the incumbrances. Then I gave a mortgage.

Question. When was the $20,000 paid?

Answer. It was before the 4th of July.

Question. Are you certain as to the day?

Answer. Yes, sir; I am certain it was before the 4th. The money was paid to Mr. Van Blankensteyn. Mr. Wetmore, I understand, paid it to him.

Question. Mr. William C. Wetmore paid the money?

Answer. Yes, sir.

Question. And when he paid it was the time it was paid?

Answer. Yes, sir.

Question. You paid the first $1,000 with your own money, did you not?

Answer. It was my own money, borrowed from Prosper M. Wetmore.

Question. Was any other money paid in this purchase, except that derived from Mr. Schell?

Answer. No, sir; none.

Question. This was in July, 1857?

Answer. Yes, sir.

Question. Had you any real estate at that time?

Answer. Yes, sir; I owned some about a mile and a half from this property, at Whitestone.

Question. How many acres?

Answer. I think I only have five left.

Question. What is it worth?

Answer. I ask $2,000 an acre for it?

Question. You had this property in July, 1857?

Answer. Yes, sir.

Question. Are there any incumbrances upon the property?

Answer. No, sir.

Question. What was the whole property worth at that time, in your judgment?

Answer. $10,000.

Question. Free from all incumbrances?

Answer. Yes, sir.

Question. Did you hold it in your own right?

Answer. Yes, sir; I also own property at Great Neck, where I reside. I own two separate pieces there.

Question. How many acres?

Answer. Ten acres.

Question. What was it worth, in your own judgment, in July, 1857?

Answer. I asked $25,000 for it, with the house on it. I consider it worth that.

Question. Are any incumbrances upon that?

Answer. At present there is an incumbrance of $10,000.

Question. What, a mortgage?

Answer. Yes, sir.

Question. Had you any other real estate in July, 1857?

Answer. I owned an undivided share in my father's property in New York.

Question. What do you consider that worth?

Answer. That is pretty hard to tell.

Question. Is your mother living?

Answer. Yes, sir.

Question. That property is subject to her life estate?

Answer. Yes, sir.

Question. Have you any incumbrances upon that?

Answer. I have some incumbrances upon it; there are some $13,000 upon it.

Question. I wish to ask you if there was not a judgment against you in the month of April, May, June, or July, 1857?

Answer. There was a judgment against me which had been cancelled some two years before. I had a suit on a subject in New York, and there was a judgment rendered against me. I settled it two years previous to this affair, but there had been what they call a transfer,

or something of the kind, filed in Queen's county, which I did not know anything about, and never heard of until I went to sell this property, when, in searching the title, it was found against me, and I satisfied it. It was for about $250. There was another judgment against a George Irving, but it was not against me, and I knew nothing about it.

Question. Did you ever have any conversations with John C. Mather on the subject of the sale and purchase of this Wilkins' Point property?

Answer. No, sir; I do not think I had. I got acquainted with him in Mr. Schell's office some time after this.

Question. Some time after the purchase?

Answer. Yes, sir.

Question. And after the sale to the government?

Answer. Previous to the sale.

Question. Who introduced him to you?

Answer. I think Mr. Richard Schell. I had no business transactions with him; it was only a conversation.

Question. Did he take any interest in the sale of this property to the government?

Answer. Not that I know of. Mr. Schell was very anxious to get his money back again, as he found he was going to be pressed for money.

Question. Do you recollect when Mr. Augustus Schell and I. V. Fowler called down at Wilkins' Point to examine the property?

Answer. I could not tell the day, but I remember the circumstance, because I met them, and drove them down.

Question. Was it before or after the $9,000 check was paid?

Answer. I think it was before.

Question. You do not know certain?

Answer. No, sir.

Question. How did you know they were coming down?

Answer. I think I went up to Augustus Schell's office and asked him; I will not be positive about it.

Question. Did he appoint the time?

Answer. No, sir; I do not know whether he did or not.

Question. You and Prosper M. Wetmore met him with your carriage?

Answer. Yes, sir; at Flushing.

Question. You knew that they were coming down?

Answer. I think I went to Mr. Schell's office and asked him when he was coming down, and he did not give me a decided answer; and I think I then told him to send word to Prosper M. Wetmore's office when he intended to come.

Question. Mr. Prosper M. Wetmore was stopping at your house at that time?

Answer. Yes, sir; he was there, and I asked him to go down and meet Augustus Schell, with me, as I was but slightly acquainted with him, and had no acquaintance with Fowler.

Question. Did Richard Schell tell you to appoint a time with his brother to go down?

Answer. I do not know. I had a great deal of business on hand at the time, and I did not charge my mind with it.

Question. What was your business then?

Answer. I bought and sold property. I never had a regular business. I bought and sold land at Whitestone.

Question. In the early stage of the examination you spoke of Mr. Schell, without designating which Schell you alluded to?

Answer. I alluded to Mr. Richard Schell. The only times I ever saw Mr. Augustus Schell was first when I went to his office, he having been appointed to go down and examine the property, to ask him when he was going down, and second when I met him at Flushing. Those are the only times I ever had any conversation with him.

Question. Did Richard Schell and John C. Mather assist you in negotiating the sale of this property to the government?

Answer. They may have done it, but not to my knowledge.

Question. You never saw the Secretary of War?

Answer. No, sir. I wrote to him, but did not write more than one letter.

Question. Between the time you wrote that letter and the time you received his reply, who saw the Secretary of War for you, or otherwise negotiated this sale?

Answer. I cannot say. I do not know that anybody did.

Question. Did I not understand you to say that Prosper M. Wetmore negotiated the sale and attended to it?

Answer. I believe not. He negotiated the sale with Schell.

Question. Was there ever anything passed between you and the War Department except that letter to which Governor Floyd replied?

Answer. No, sir.

Question. Did you ever see any one in person in relation to it?

Answer. No, sir.

Question. Did not Richard Schell, John C. Mather, Prosper M. Wetmore, or any other person assist in negotiating the sale of this property with the War Department?

Answer. Not that I know of.

Question. Do you mean to say that upon that letter of yours, without ever being applied to by any person, the War Department accepted your proposition?

Answer. As I understand it. Of course, as Mr. Richard Schell had agreed to advance me the money he very likely might have urged Governor Floyd, if he was acquainted with him, to purchase it.

Question. Did Schell tell you, when he loaned you the money, that he would assist in negotiating the sale to the government.

Answer. No, sir.

Question. How came you to employ William C. Wetmore as your attorney?

Answer. I took him for this reason; he stands very high as a real estate lawyer, and if he searched a title I thought the government would be more likely to take it than if it was done by a lawyer not known.

Question. Is not the business of searching the title usually entrusted to the United States district attorney?

Answer. I thought it was his business.

Question. Was it not in this case?

Answer. Yes, sir; I got William C. Wetmore to search the title for myself, not knowing at the time that it was the United States district attorney's business to do it.

Question. Is the whole of the mortgage for $5,000 upon the property due?

Answer. There is none of it due.

Question. When is it payable?

Answer. It is payable in five years.

Question. Who owns it?

Answer. Mrs. Weissman's trustee holds it for her.

Question. Have you, or any other party, any interest in the mortgage?

Answer. None whatever.

Question. There were two mortgages executed on the same day, one for $85,000, and the other for fifteen thousand odd hundred dollars to Mr. Van Blankenstein; what was the cause of this? Why were two mortgages made between the same parties, bearing the same dates and for different amounts?

Answer. The reason was this: I told you, beforehand, that I was to pay $45,000 down. I paid $30,000, if you will recollect, as I said, before the 4th of July, and it not being convenient for Mr. Schell to let me have money to pay the balance then, my lawyer, Mr. Wetmore, gave Mr. Van Blankensteyn a mortgage for it.

Question. Then, whatever Mr. William C. Wetmore did in the premises, and the time he did it, can be relied on for the correct circumstances and dates of the transaction?

Answer. Yes, sir; I left it all to William C. Wetmore.

Question. How did you know that the government desired to purchase this property?

Answer. I did not know that they desired beyond a piece of it.

Question. I understood you to say that you saw in the newspapers that the government was seeking to purchase property for fortification purposes?

Answer. I saw that an appropriation had passed to buy a site for a fortification opposite Fort Schuyler, on the Long Island side, and I thought this the most feasible piece of ground for the purpose. For twenty years it had been talked of as the place where a fort was going to be put up. When Fort Schuyler was built, twenty years ago, they said they would want this piece of property for a fort, and it has been impossible to do anything with it, because people would not buy it, being afraid that the government would take it for a fortification. It has been sold at all sorts of prices.

Question. On that account?

Answer. Yes, sir; as soon as the bill passed making an appropriation for the purchase of a site for a fortification opposite Fort Schuyler, I concluded that it would settle the question, and I went over to buy the property, resolved that if the government took it they should pay me a good price for it, and if they did not take it I knew I could sell it to other parties.

Question. You bought it on that risk?

Answer. Yes, sir.

Question. Without any promptings or suggestions from anybody?

Answer. No, sir; I had dealt in real estate in the neighborhood before, at Whitestone, and sold it at the highest prices, $15,000 an acre, land that I had purchased for $300 an acre.

Question. When you purchased this property did you consider it cheap at $130,000?

Answer. Yes, sir; the only trouble was I did not ask the government enough for it.

Question by Mr. FLORENCE. You offered it to the government for $200,000?

Answer. I think that was only a fair price.

Question. Do you think it was worth more for the purpose?

Answer. It was worth more for other purposes?

Question by Mr. HALL. Do you believe, if a jury of condemnation had been selected, they would have awarded that price for the property?

Answer. I would have preferred leaving the price to be fixed by an arbitration rather than have taken the $200,000 for it. I should have preferred an arbitration.

Question by the CHAIRMAN. You say Richard Schell paid your attorney, William C. Wetmore; how much did he pay him?

Answer. I think it was $750.

Question. After the government accepted your proposition to sell, and you arranged to get the loan through Richard Schell, did you not leave the consummation of the whole transaction to William C. Wetmore and Richard Schell?

Answer. I left it all to William C. Wetmore. He was to get the money from Richard Schell.

Question. How many acres of land have the government purchased in this property at Wilkins' Point?

Answer. 130 acres.

TUESDAY, *April* 27, 1858.

GEORGE IRVING'S examination continued. Examined by the Chairman.

Question. Have you reserved any land at Wilkins' Point?

Answer. In searching the title throughout all the deeds, there was a reservation for a burying place.

Question. How much?

Answer. The quantity is not stated, but it is about as big as this room, (20 by 40 feet.) With that exception, I conveyed all I bought to the government, and the reason I did not convey that was that I did not receive a warrantee deed for the property, but gave a warrantee deed for it, and as I did not know that I had any title to this burying place, I did not convey it. In my previous examination there is a question I answered in a hurry which I would like to amend. When I bought the property I engaged a competent surveyor in the town of Flushing, and I got him to make me a map of the property, and that map went with my deed. By that map, there are 130 acres down to low water mark; to high water mark there are

about 112. It is all marked down on that map, which, I believe, went with my deed, and, I think, is in the War Department.

Question. You conveyed to the government all that had been conveyed to you, with the exception of the burying lot?

Answer. The reason I did not convey that was because I did not know that I owned it, nor do I know it now.

Question. Is it fenced in?

Answer. It was at that time. It was the burying place of some of the old inhabitants, who formerly owned the place. There are graves in it.

Question. Is it protected by a fence or wall?

Answer. It was not at that time, and I have not been on the property since. I understand that the government has fenced the property in, putting what is called a line fence between them and Mr. Day and this burying ground, which is directly within the line.

Question. (Offer of sale to government shown witness.) Is that the letter you referred to in your evidence as having been sent by you to the Secretary of War?

Answer. Yes, sir; it appears to be a correct copy.

Question. Who wrote that letter?

Answer. I wrote the original letter.

Question. Did you submit it to Prosper M. Wetmore before you sent it?

Answer. Yes, sir, I believe I did; I am not positive about it.

Question. What date does the letter bear?

Answer. April 3d.

Question. When was it sent?

Answer. I cannot say; I left it in Mr. Wetmore's office to go by mail.

Question. Did you leave it with him to be sent by mail?

Answer. Yes, sir; he always sends his letters up to the post office, and I put mine with them.

Question. Did Mr. Wetmore have anything to do with the framing of that letter? Did he make any suggestions as to the form of it?

Answer. He might have done so. It strikes me, however, I wrote it myself.

Question. Did you not submit it to him for his approval?

Answer. Yes, sir.

Question. And he approved it?

Answer. Yes, sir.

Question. When did you receive a reply to that letter?

Answer. I cannot state distinctly.

Question. (Letter shown witness.) Is that a copy of the letter which was received in reply?

Answer. Yes, sir, I believe it is.

The following is a copy of the letter:

WAR DEPARTMENT,
Washington, May 13, 1857.

SIR: Having accepted your offer to sell Willett's or Wilkins's Neck, at the confluence of the East river and Long Island Sound, and oppo-

site to Fort Schuyler, and also the terms for the payment of the purchase money ($200,000) for the same, I have to inform you, that should the title to the land to be conveyed to the United States prove, on examination, to be perfect, and be so certified by the Attorney General of the United States, as required by the joint resolution of September 11, 1841, that the first payment on the land, viz: $115,000, will be paid to you or to your order on the 1st day of July next.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

GEORGE IRVING, Esq.,
New York city.

Question. Are those two papers copies of the correspondence which you referred to as the only correspondence which passed between you and the Secretary of War?

Answer. Yes, sir.

Question. Did you ever see the chief clerk of the War Department (Mr. Drinkard) personally in relation to this matter?

Answer. No, sir.

Question. Did you ever see any one connected with the War Department in relation to it?

Answer. No, sir.

Question. There were certificates of the value of the property obtained from auctioneers; who wrote those certificates?

Answer. I do not know who wrote them. I requested Mr. Wetmore to get them for me.

Question. When was that?

Answer. Some time in April.

Question. You did not write those certificates?

Answer. I was not in town.

Question. Do you know whether Mr. Wetmore wrote them or not?

Answer. I do not.

Question Mr. Wetmore got them for you?

Answer. Yes, sir, I suppose he did.

Question. Did he not so inform you?

Answer. Yes, sir.

Question. Who sent them to the War Department?

Answer. I do not know.

Question. Did not Mr. Wetmore send them?

Answer. I do not know.

Question. Did he not inform you that he sent them?

Answer. No, sir, I do not think he did.

Question. Did you call on any of the auctioneers, in person, whose names appear to these certificates, before they signed?

Answer. No. sir, I do not think I did.

Question. Did you employ them to make an examination, in person, and sign the certificates?

Answer. No, sir.

Question. Did you send any one else to them, or write them?

Answer. No, sir, I did not.

Question. Did you pay them for the certificates?

Answer. Yes, sir.

Question. How much?

Answer. I think $50 apiece.

Question. Who was with you when you paid them?

Answer. I do not think there was anybody with me.

Question. Did you pay them at the request of Mr. Wetmore?

Answer. No, sir; I cannot say I did.

Question. Did he not inform you that he had agreed to pay them each $50?

Answer. No, sir; I may have consulted Mr. Wetmore as to what they ought to be paid; but I do not know that I even did that.

Question Did any of those auctioneers go upon the property at your request?

Answer. I think I have answered that question before; I said I did not see them.

Question. Did any of them go upon the property?

Answer. Not that I know of.

Question. Who were the auctioneers?

Answer. I think they were Mr Burling, Mr. Miller, Mr. Baker, and some others, whom I do not recollect.

Question. Was Mr T. B. Bleecker one?

Answer. I did not see him.

Question. Were those gentlemen real estate auctioneers?

Answer. Yes, sir.

Question. Were they judges of property?

Answer. I thought so; in my judgment they were.

Question. What did they say the property was worth?

Answer. Their certificate certified that it was worth, I think, over $2,000 an acre.

Question. Did they all agree as to its value?

Answer. They signed a certificate to that effect.

Question by Mr. Florence. The object you had in view was to communicate to the War Department the opinion of persons competent to exercise judgment in relation to the value of this property?

Answer. Yes, sir.

Question. Were these men of reputation?

Answer. Yes, sir; I considered them such or I would not have employed them.

Question by the Chairman. Have you ever received any interest from Mr. Schell for the money you left in his hands?

Answer. No, sir. I desire to make a statement. I spoke, on my previous examination, about the payments of the money, and I desire to say that the first payment of $1,000, and a check for $9,000, I made myself; all the rest of the payments were made by Mr. William C. Wetmore for me, and all the money that was received to make those payments was received by Mr. William C. Wetmore. I was never present when any money was received by him, or when any money was paid by him.

Question. Who did he receive this money from?

Answer. From Mr. Richard Schell, I presume.

Question by Mr. Florence. Mr. William C. Wetmore was your attorney?

Answer. Yes, sir.

Question. In whom you had entire confidence?

Answer. Yes, sir.

Question. You entrusted the entire control of this transaction to him?

Answer. Yes, sir.

Question. He acted for you, and you alone, and by your direction, in this transaction?

Answer. Yes, sir.

Question by the Chairman. Had he ever been your attorney on any other occasion?

Answer. No, sir. My reason for putting it all in his hands was this: The receipt for the first payment I took from Mr. Weissman, and afterwards, when I engaged Mr. Wetmore to attend to the business for me, he said that the receipt was not a legal one, that it should have been given by Mr. Van Blankenstyn, who was the trustee. I then said that I would put the whole matter in his hands and he should attend to it for me.

THURSDAY, *May* 13, 1858.

WILLIAM R. DRINKARD sworn:

Examined by the chairman, Hon. JOHN B. HASKIN.

Question. You are the chief clerk in the War Department?

Answer. I am, and have been since the first of April, 1857.

Question. Where did you reside previously?

Answer. In Richmond, Virginia.

Question. Will you be kind enough to state the knowledge you have of the facts and circumstances connected with the purchase of the property at Wilkins' Point by the government?

Answer. I have very little knowledge about it; most that I know of it I have learned through other persons; the first that I knew of any intention or desire on the part of the engineer bureau, which has charge of fortifications, to purchase this property after the passage of the act, was the appearance of General Totten at the department, desiring to see the Secretary in reference to the matter.

Question. Do you recollect when that occurred?

Answer. I do not remember. I suppose it was either in the month of April or May; it was early after I came to Washington.

Question. You came here on the 1st of April?

Answer. Yes, sir; Governor Floyd came here on the 4th of March. The chief engineer and the Secretary had various interviews, I presume, because the chief engineer came to my room and asked to go into the Secretary's room; a good many papers passed between them; General Totten would come in once and a while and say that he had a paper to submit to the Secretary. What the papers contained I did not know until after the transaction. The only positive knowledge I have on the subject is, that one day when Governor Floyd

returned from a Cabinet meeting, (I generally waited there until he returned from the Cabinet,) he called me into his room and desired me to write as he dictated. He addressed a letter, I think, to Mr. Schell and Mr. Fowler, in New York city. I wrote that letter in accordance with his dictation, and I understood him to say that the letter had been agreed upon in Cabinet for the purpose of enabling the President and himself to ascertain, as accurately as possible from disinterested parties, the value of the property, or what the government ought to pay for it.

Question. Was that on the day the letter bears date?

Answer. It might have borne date on the next day, simply from the fact that the Secretary generally comes from Cabinet at half-past four or five o'clock, after all the clerks have left; and as it is necessary to have such letters copied and recorded it was not probably signed until the next day and dated on that day.

Question. Do you know when the reply to that letter was received from Mr. Schell?

Answer. It was some time after.

By the Chairman. Mr. Schell's reply is dated the 24th of April; was it received at the department shortly after that?

Witness. If the reply was dated the 24th of April, I suppose it was received at the department after that time. General Totten's interviews with the Secretary must have been before that. The only other important fact that I remember, is the purchase of the property from Mr. Irving. Mr. Irving addressed a note to the Secretary, I think, offering to sell the property.

Question. What was the date of that note?

Answer. I do not remember.

Question. Do you recollect when it was received?

Answer. Possibly it was received after I came there, and very possibly after its receipt the letter was written to Mr. Schell. I could not say now, without looking at the record.

Question. Was Mr. Irving ever at the War Department?

Answer. I think I have seen Mr. Irving in the department once, and that was, probably, when he came to receive his money.

Question. But once?

Answer. But once.

Question. Who was with him?

Answer. I do not remember; the gentleman who accompanied him was a Mr. Wetmore, a lawyer, a short stout man.

Question. It was not Prosper M. Wetmore?

Answer. It was not the Wetmore I have heard called general. Mr. Joachimsen brought on the title papers with the abstract according to the requisitions of the Attorney General, who submitted them to him, and they were found not to be sufficient; this was just previous to Mr. Wetmore coming here. Mr. Joachimsen expected to return to New York, and have them corrected, but it turned out afterwards as I heard, that instead of going to New York he went to Newport; and that occasioned the visit of Mr. Wetmore to bring on the perfected title papers. That was the reason, I understood, for Mr. Wetmore's

coming. [A letter was here shown the witness, dated March 30, 1857, from Captain Wright to Major Barnard, in New York.]

Question. The concluding words of that letter are, "the Secretary of War considers it indispensable to procure this law of condemnation of the land opposite Fort Schuyler." Do you know whether that was written by the direction of the Secretary of War?

Answer. I do not.

Question. Your attention was not called to that?

Answer. No, sir; all those papers were submitted to the Secretary of War by either the chief engineer or his assistant, Capt. Wright.

[A copy of a telegraphic despatch, dated March 31, 1857, from Maj. Barnard to Capt. Wright, was here shown witness.]

Question. Do you know anything about that despatch?

Answer. No, sir.

Question. On the first day of April there is a reply to that despatch, written by General Totten, in which he says, "I have seen the Secretary of War, who adheres to former instructions, and will not agree to paying so much for the land without further investigation and an act of condemnation. The act should be promptly secured;" do you know whether that was written by the direction of the Secretary of War?

Answer. No, sir; I do not. I did not enter office until the first of April, and it was, of course, some time before I became acquainted with the business of the department.

[Irving's offer of sale to the Secretary of War was here shown witness.]

Question. Do you recollect whether that proposition was received by mail or delivered in person? There is no statement on the back of it showing when it was received at the War Department, as there is upon most of the other papers?

Answer. I see no evidence on the back of it to satisfy me that it was sent by mail, though it may have been, and I rather suppose was. I think it very probable that it was sent in an envelope, addressed to Mr. Floyd.

Question. You do not know the fact?

Answer. Now, sir.

Question. Is it not usual for you to endorse upon such papers the time they were received?

Answer. We do, but not always. The papers are in Mr. Floyd's hands before they come to me; and sometimes, instead of sending them out to me immediately, he takes them up and investigates the subject and acts upon them himself. My impression is, that as soon he received this he put it into his bundle of papers and carried it over to the President's, and possibly that accounts for it not being marked.

Question. By whom was the endorsement on that paper made?

Answer. It is very probable that it was made by me at his direction, and on the day it bears date. I cannot say positively; but I could by referring to the original papers.

Question It was either done by him or you, by his direction?

Answer. Yes, sir.

Question. And it was sent the day it bears date?

Answer. Yes, sir.

Question. Do you know whether the deed from Irving to the government was submitted to Gov. Floyd?

Answer. It was submitted to Gov. Floyd finally.

Question. Before the payment was made?

Answer Yes, sir; but I do not know that he read it. Our rule, when we get the title papers, is, to submit them at once to the Attorney General, and ask his official opinion as to whether they convey a title to the United States.

Question. There is a memorandum upon the deed from Irving to the government; do you recollect whether it was written by you?

Answer. I cannot say positively, but I think it very probable that I wrote it; if I did, it was by his direction.

Question That memorandum does not specify to whom the payment should be made; was there any statement made by Governor Floyd at the time as to whom the $115,000 should be paid?

Answer. No, sir; none that I am aware of.

Question. That memorandum was written on the day it bears date?

Answer. Yes, sir.

Question. On that day the order was given for the payment; and this memorandum is the order?

Answer. Yes, sir.

Question. That went to the engineer department?

Answer. Yes, sir; the engineer department took the initiative for drawing the draft; they sent a requisition, which the Secretary of War signed, and that went down I think to the Second Comptroller.

Question. Did you attend to it?

Answer. The engineer department sent the requisition over to me, and I got the Secretary to sign it, and it was then entered in our books by what is called a "requisition clerk."

Question. Who called on you in regard to it on that day?

Answer. I presume Mr. Irving; I do not distinctly remember.

Question. Any other gentlemen?

Answer. William C. Wetmore may have been with him. It was about the time he was here, because as soon as the Attorney General expressed his satisfaction with the title papers, the order was made.

Question. Do you know John C. Mather?

Answer. Yes, sir.

Question. Did he call on you in relation to it?

Answer. Not that I am aware of.

Question. Did he not call on you on the 6th, 7th, or 8th of July, 1857?

Answer. No, sir; I do not remember ever having any conversation with Mr Mather on the subject.

Question. Do you know Robert W. Latham?

Answer. I do.

Question. Has he a desk in the office of the Secretary of War?

Answer. He has not.

Question. How long have you known Robert W. Latham?

Answer. Since 1849 or 1850, I think.

Question. What connexion has he with Governor Floyd?

Answer. None other than that of agent to transact his private business.

Question. Was he not very frequently, almost daily, at the office of the Secretary of War during the months of April, May, June, and July, 1857?

Answer. He was in the War Department very frequently.

Question. Has he any table or desk there?

Answer. No, sir.

Question. Did he, during the months of April or May, ever have any conversation with you in reference to this purchase?

Answer. None that I remember.

Question. Did he have any conversation with William C. Wetmore?

Answer. I have no idea.

Question. Had he any with Mr. Irving?

Answer. Not that I know of; not in my presence.

Question. Did he never express any opinion to you during the months I have referred to, in relation to this transaction?

Answer. I think not.

Question. Do you recollect whether he was at the War Department on the 6th, 7th, or 8th of July, 1857?

Answer. I could not say. He has been there a great deal, but I could not specify any particular day.

Question. Do you recollect of any persons having applied to you besides Mr. Irving, on the 6th, 7th or 8th of July, to urge the close of this transaction?

Answer. No, sir; none. When gentlemen come to see the Secretary of War in reference to business I make it my business to get them into his room as soon as possible, and it is very seldom that a gentleman tells me what his business is.

Question. Do you remember whether on the 6th, 7th or 8th of July, 1857, Mather had an interview with the Secretary of War, in relation to the purchase of this property?

Answer. I do not know, because I am very seldom in his room, and when I am obliged to go in while gentlemen are conversing, the conversation ceases.

The following letter was shown witness:

Question. Was that letter written by you at the request of the Secretary of War, or was it written by the Secretary himself.

Answer. I could not speak positively, but I think it probable that it was written by me at his direction, as I generally prepare these letters. Sometimes Mr. Potts, who has been chief clerk in the department, but is now what we call the "accounting clerk," writes a letter at the suggestion of the Secretary, but it is seldom; generally the letters the Secretary desires to prepare he prepares through me.

Question. Did Mr. Edward Croswell ever have any conversation with you in relation to this subject?

Answer. Not that I know of.

Question. Did Mr. Richard Schell?

Answer. No, sir.

Question. Did you ever see him at your department on business connected with this subject?

Answer. No, sir.

Question. Did you ever have any conversation with him in reference to it?

Answer. No, sir.

Question. You do not know whether, during the months of June or July, he had an interview with the Secretary of War on this subject?

Answer. No, sir.

J. S. BLACK, affirmed.

Examined by the Chairman, Hon. J. B. Haskin.

Question. You are the Attorney General of the United States?

Answer. Yes, sir.

[The opinion of the Attorney General as to the title of the Wilkins' Point property was here shown witness.]

Question. State whether that opinion was prepared or written by you, at whose request it was written, and under what peculiar circumstances, if they were peculiar?

Answer. I suppose that this opinion was not prepared by me in person. When I first came into the office I made up my mind that I would examine all these titles myself personally; in most of them the papers are very voluminous, and I found I could not do it, so I made a series of rules, which, perhaps, you have seen, of which a circular copy was sent to all the district attorneys, and all the departments, and everybody else who might be expected to ever be under the necessity of asking an opinion of the office in such a question. With the aid of these rules, prescribing to the district attorneys what they had to do, and to all the other officers of the government what sort of evidence was required by the government, and prescribing also to my assistant, it was unnecessary for me, when I was assured that the title was proved according to these rules, to re-examine the papers. I believe, now, that it is a better system than if I had undertaken to examine them myself, because I would have had to examine a bushel of papers in every case, and I could not do it. I found that the constant practice in the office, before I came in, had been to appoint an assistant to make these examinations. I have never had any difficulty with any of them; they have always been correctly certified. The rule is this: that unless there be some doubtful point in the case, the opinion is prepared by the assistant and submitted to me; I do nothing more than read it, and see that it is right, and then sign it. I suppose I signed this as I signed others.

Question. Who was your assistant at that time?

Answer. Mr. Gillett.

Question. Upon the application of what party was this opinion written?

Answer. The application must have come from the War Department. I would not have received the application from any one else.

Question. Do you recollect having been called upon about the time it was signed by John C. Mather and Richard Shell, in relation to it?

Answer. I do not. I do not think I know Mr. Mather more than from once having met him on the pavement, and being simply introduced to him. If either of those gentlemen said anything to me, it must have been with the intention of hurrying it through.

Question. The deed conveying the property to the government contains a clause stating that there is a mortgage of $85,000 upon the property, the payment of which is assumed by the United States; do you remember it?

Answer. I do not.

Question. Had the fact been called to your attention in any way at the time you certified to this title, that the government was purchasing the property for $200,000, when the appropriation for the purpose was only $150,000?

Answer. Never.

Question. You did not know that fact?

Answer. No, sir.

Question. Did you know at the time of the passing of the title that there was a mortgage of $85,000 upon the property, which the government, by the deed, assumed?

Answer. I knew nothing about this case. My attention was not called to it further than what my official duties required me to attend to, and that consisted in nothing except an examination of the title and a certificate as to whether the title was good or not. It was brought once to the office, but was rejected for want of sufficient proof and sent back; and I do not think it was returned until probably two months afterwards.

Question. What was the objection to the title when it was first presented?

Answer. I do not remember; but it was sent back.

Question. Would Mr. Gillett or the papers show when it was first presented and rejected?

Answer. Yes, sir; I take it for granted they would.

Question. The fact of the government becoming liable for this mortgage of $85,000 was never called to your attention?

Answer. No, sir; I never inquired into the price paid for the property; it was not my business to inquire into it at all. One of the rules which I laid down in that circular, which I take it for granted was complied with when this title came before the office, was, that no title should pass and be certified to unless there was a certificate from the proper officer of the county and place where the liens would be recorded, that there were no liens on it.

Question. On the acceptance of the offer made by Mr. Irving to sell this property to the government, signed by Mr. Floyd, the Secretary provided that the title should be examined and passed upon by the United States district attorney for the southern district of New York; why was it that this title was taken from his hands and passed upon by you?

Answer. It must be passed upon by me. The act of 1841 requires my certificate to it before it can be passed; it requires that it shall be

examined in the Attorney General's office, and that a certificate shall be given there that it is good. The law does not require that it shall be submitted to the district attorney or to anybody else except the Attorney General; but the submission of a title of this kind to the local law officer of the government at the place where the land lies, is a regulation of the Attorney General for convenience, because it is supposed that the district attorney ought to be familiar with the local laws; and he is in the neighborhood where he can search the records, and he may have some special knowledge in relation to the property in question. I have said, therefore, in that circular that I would examine no title until it was first submitted to counsel of known respectability, who would make out a brief which should be submitted to the district attorney for the district in which the land was to certify, an opinion on the whole title, and to state particularly whether the local laws were correctly given, the papers properly authenticated, and the facts established by satisfactory proof.

Question. This title had been submitted to the district attorney at New York, and he had gone on and examined it, but had not yet completed his examination when the papers were taken from him and the title passed upon exclusively by your office. I want the reasons for that?

Answer. That must have been at the time it was sent back; I think it was brought into the office at one time, with a communication from the Secretary of War, requesting me to examine the title and certify, according to the joint resolution of 1841, whether it was good or not; that some defect was found in the title, as then presented, and it was sent back with a rejection, stating that it was not perfect, and what was needed to make it right, what further investigation was required before I would certify; that then it was returned to the Attorney General's office, perhaps two months after, with the defect supplied by new or better proof.

Question. Do you recollect William C. Wetmore, of New York, calling on you in relation to this title?

Answer. No, sir. It is not at all impossible he may have done so; but the multitude of cases in relation to which lawyers have called upon me, renders it impossible for me to remember any particular one; it is also probable that if he called on me and mentioned his business, I would have referred him to Mr. Gillett as the person who could have given him more information than myself.

By Mr. Florence. It is not unusual for you to have visits on important business?

Answer. Oh, no; everybody calls about everything; whatever they desire to have done—for instance, to urge a speedy examination.

Question. You know nothing of the facts and circumstances of this purchase?

Answer. No, sir; I think not.

The Chairman. I wish to ask you this one question, which, I am frank to say, I put because of the statement of Governor Floyd that the subject of this purchase had been discussed in Cabinet. I simply wish to know whether, to your knowledge, the subject of this pur-

chase was discussed in Cabinet during the months of March and April, 1857.

Answer. Not to my knowledge.

Question. Permit me to ask you whether you attended all the meetings of the Cabinet during these months?

Answer. I think it may be said that I attended nearly all the meetings of the Cabinet from the 11th of March, when I came in, down to July. I missed two, then, by absence up at a watering place in Virginia. I missed four or five by an absence of two weeks at home, in October. I missed a good many during this last winter, in consequence of the necessity of my being in the Supreme Court.

Question. Do you know whether the subject of having this property condemned under an act passed by the legislature of New York, was discussed in Cabinet?

Answer. Not during those two months. My attention was never called to the subject in any way until I heard of it as a purchase made. I cannot tell you when it was, or whether the purchase had been actually made; but the first I heard of it was as a purchase actually made. It does not follow from that that something may not have been said upon the subject in Cabinet meeting; if I were to express an opinion, I would say something that had been said about it; when I answer this question in the negative, I speak of my own recollection only; I do not remember the name of the property, or of any person connected in the sale of it, or anything else by which I could identify this business as having been under consideration when we were in official attendance at the President's; but it may have been, and not being in my department, or in any way connected with it, no legal question being involved, my attention was not specially called to it; we do not do things in the Cabinet by voting; it is not necessary that every individual should make up his mind about each particular thing; when the President is satisfied that a thing is right, if his assent is necessary, he gives it upon the advice of those members of the Cabinet who were supposed to have some knowledge upon it; there may have been an interview between the President and Secretary of War on the subject in Cabinet, and I was told by one of the members that he heard the subject mentioned in Cabinet.

Question. My object was to know whether this subject had been under frequent discussion in Cabinet, and whether the offer to sell of Mr. Irving was discussed, and also the advisability of having an act of condemnation passed?

Answer. In answer to those questions I can only say this: that any discussion or mention of this subject in any Cabinet council or elsewhere, in my hearing, must have occurred, if it did occur at all, at a time when I did not consider it a question of any sort of importance; when I, thinking it one of the ordinary operations of one of the departments with which I had nothing to do, suffered it to pass without paying any attention to it, conceiving it to be a mere routine business. Since then the matter has come to me through the public medium it has reached others, but I have heard no discussion of it in Cabinet since the time my attention was called to it by the newspapers of the day.

Question. If the first had been called to your attention as the Attorney General of the United States, that an appropriation of $150,000 had been made for this purchase and that the government had agreed, through one of its departments, to pay $200,000, would you, under such circumstances, have ratified or recommended the purchase?

Answer. No; I would not have recommended the purchase; but it would not have been my duty to say yes or no to the purchase; that is a question of administrative policy and not of law. If you submit to me as a question of law whether I would answer yes or no; a witness testifies to facts generally, and it is hard to swear to law in this country; but I say I would have considered it, and would have had no hesitation in saying that the War Department, or no other department of the government is authorized to expend more money than is appropriated for a particular purpose. It is useless to affect doubts upon the subject; it is too clear to hesitate upon.

FRIDAY, *May* 14, 1858.

R. H. GILLETT, sworn.

Examined by the Chairman, Hon. J. B. HASKIN:

Question. Are you connected with the office of the Attorney General of the United States?

Answer. No, sir; I ceased my connexion with it the last day of last month.

Question. Were you, during the months of April, May, June, and July, 1857, connected with it?

Answer. For about four years previous to the end of last month I was connected with it, simply in the capacity of a clerk.

Question. I thought you were the assistant Attorney General.

Answer. They have been in the habit of so terming the position I held. It was the highest salaried position in the office, but still it was only a clerkship, and the salary so small that I resigned.

[The opinion of the Attorney General, dated July 7, 1857, was here shown witness.]

Question. State whether you wrote that opinion; and if so, under what circumstances?

Answer. The subject was first called to our attention by the following letter:

WAR DEPARTMENT,
Washington, May 23, 1857.

SIR: I have the honor to transmit herewith an abstract of title of George Irving to certain land in Flushing, Queen's county, New York, known as "Thorne's or Willet's Neck," purchased for the site of a fortification to be erected there, and to request your opinion as to the sufficiency of it.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. JOHN S. BLACK.
Attorney General.

That letter was either brought, or some person called at the office very soon after who claimed to have an interest in it.

Question. Do you know who the person was?

Answer. No, sir.

Question. Was it Prosper M. Wetmore?

Answer. No, sir; I have known him for years.

Question. Was it John C. Mather?

Answer. No, sir.

Question. Was it Richard Schell?

Answer. No, sir: I do not think it was Schell. It seems to me that the person who called was a smallish man, who claimed that he was the grantor and conveyancer, and had an interest in it, and was desirous that the matter should be hurried through.

Question. Was the person George Irving?

Answer. I do not remember. I remember the appearance of the man, but I do not remember his name. He was a smallish man, past the middle age. I told him of the difficulties in the title, and I suppose of the defect in the manner of getting it up: for, on the 27th of May, I received this note from the chief clerk of the War Department:

WAR DEPARTMENT,
Washington, May 27, 1857.

DEAR SIR: Ascertaining that you are of the opinion that the papers relating to the title of certain property in New York, purchased by this department, should be submitted to the United States district attorney of that State, I will be obliged if you will return them to me, in order that I may give them that direction.

Very respectfully, your obedient servant,

W. R. DRINKARD, *Chief Clerk.*

R. H. GILLETT, Esq.,
Attorney General's Office.

Endorsed: *Sent.*

The endorsement "*Sent*" is my mark upon the letter. Under the date of the 6th of July, the same title was returned to the Attorney General, with the same request from Secretary Floyd, and I wrote the draft of the opinion.

Question. You drew that opinion in conformity with the request from the War Department of the 6th July?

Answer. Yes, sir. I knew that when the papers were first sent to the Attorney General I raised objections, and either made a minute of them on a piece of paper, or noted them on the abstract itself.

Question. When did you receive the full title papers?

Answer. The last time they were sent they were full; the first time there was something wanted; I do not remember what it was.

Question. There was an abstract sent with the papers the first time they were sent to your office?

Answer. Yes, sir; and I suppose I have the abstract, for there was an abstract enclosed to the Attorney General by the district attorney of New York, Mr. McKeon; and there was also one came through the War Department. In both the letters sent by the Secretary of War

to the Attorney General he speaks of enclosing an abstract, and there was one besides which came to our office, as I suppose, from the district attorney of New York. As it was not wanted in the case, I reserved it in the office to give persons who had such business to transact an idea of how the abstracts ought to be got up. The first abstract and papers came to our office on the 23d of May, with the letter of the Secretary of War; but there being a deficiency in the title they were returned to the War Department, and they came back to us complete, with the letter of the 6th of July, which appears to have been answered by our office on the 7th.

Question. Do you remember whether, when the papers were first sent to your office on the 23d of May, there were any deeds in connexion with the title?

Answer. I do not. I remember there were deficiencies.

Question. Do you remember who brought those papers from the War Department, or who called at your office in relation to them?

Answer. I do not. The letter and papers either came by themselves, or were brought by a person interested, who asked speedy action upon them; and, looking at them then, I told him they were not in a condition to be passed upon, and I declined to pass upon them.

Question. Do you know Richard Schell?

Answer. I do not know him, nor do I know Mr. Mather; but the man who called upon me, if I remember rightly, was a smallish man, considerably past the middle age, and my impression is he had some person with him, whom he represented as his counsel.

The Chairman. I am speaking of the time the papers were first sent you on the 23d of May?

Witness. Yes, sir.

Question. I wanted to know who came there with the papers?

Answer. I do not know. I raised objections then, and said that the papers ought to go to the district attorney of New York; and, it seems, that on the 27th of the month that I received a letter from the chief clerk of the War Department, asking me to return the papers to the department.

Question. Do you know whether or not the abstract sent you by the War Department, on the 23d of May, was prepared by the United States district attorney of New York?

Answer. I do not know.

Question. What are your impressions as to whether the first abstract came from the district artorney of New York?

Answer. I have no recollection about it; but I infer from Mr. Drinkard's letter that I must have objected to it, because the district attorney had not had it in hand. I made the objection that the proper evidence had not come along with it that it had been examined in New York.

Question. What was the reason that after these papers had been sent to the district attorney of New York, they were taken out of his hands before he had completed his examination?

Answer. I do not know anything about it. Perhaps I ought to explain the mode of business in relation to such matters. The government employs whoever it chooses to examine the titles. It is not

made the duty, by law, of district attorneys to examine titles for the government, and the law provides no compensation for it. In the cases of the aqueduct and arsenal here, the War Department employed a person they had confidence in to examine the titles, and that person was the representative of the War Department. It is the business of the War Department, in such cases, to get the title up; and when they send it to our office, with a bundle of facts on paper, it has always been treated as perfectly in shape, and the facts treated as facts presented by the War Department.

Question. Did Governor Floyd ever speak to you in relation to this matter?

Answer. No, sir; I have only known him, by sight, within two weeks.

Question. Do you know Robert W. Latham?

Answer. No, sir.

Question. Do you know whether John C. Mather called at your office during the months of June or July, 1857, in relation to it?

Answer. I am not aware of any person calling at our office in relation to it, except at the times these two letters were sent from the War Department.

Question. Who came then?

Answer. I have described one of the persons who called the first time, but who the other person was who called, I do not know.

Question, (by Mr. Hall.) What was their object in calling; to expedite the matter?

Answer. That is what they said. They seemed anxious that the matter should be taken up at once and passed upon.

Question, (by the Chairman.) Did any one from the War Department accompany the persons who called?

Answer. Not that I am aware of.

Question. When you wrote the opinion of the 7th of July, was your attention called to the fact that there was a mortgage of $85,000 upon the property, and that the government took the property subject to that mortgage?

Answer. The abstract showed a mortgage, and I think the papers, on the occasion I referred to, showed an acknowledgment of satisfaction.

The Chairman. Those were old mortgages which had been upon the property; but there was a new mortgage upon it for $85,000 which was not satisfied, and which still remains upon it.

Witness. The mortgage for $85,000 appears in the abstract; and the opinion would not have been in the form it was unless they had produced evidence that it had been discharged.

Question. Did you know the amount of the appropriation for the commencement of this fortification?

Answer. I did not.

Question. You merely passed upon the abstract which was presented to you, and the deed from Irving, who sold to the government?

Answer. In addition to that we required copies of all the various conveyances, and they were all examined to see that they were acknowledged in due form.

Question. Do you know Mr. Croswell?

Answer. Yes, sir.

Question. Did he ever call at your office in relation to this matter?

Answer. I am not aware that he did.

Question. Suppose the fact had been made known to you that the appropriation made for this fortification was $150,000, and that the price paid for the property was $200,000, a mortgage of $85,000 being left upon it, would you have passed the title and recommended its consummation under such circumstances?

Answer. I should have paid no attention to the amount of the appropriation or the price paid. The sole business of the Attorney General's office, under the joint resolutions of 1841, was as to the validity of the title; and if I saw any incumbrance on the property, or a possibility of an incumbrance not shown in the papers, I should have refused to pass the title. It is no part of the Attorney General's business to look outside for anything, but solely to direct his attention to the validity of the title.

Question. Was that title good, and were there no incumbrances upon the property?

Answer. Yes, sir; if they had not furnished us with full evidences that there were no incumbrances upon the property, why should we have halted for them to do so?

Question, by Mr. Wood. Is it not usual or customary for the government to purchase property until all the incumbrances are removed?

Answer. I do not know anything about that. It is not customary for the Attorney General to certify the title to be valid until all things prior to the deed are cleared off.

Question. The mark, "*Sent*," upon this letter, dated May 27, from Mr. Drinkard, requesting the papers to be returned, is yours?

Answer. Yes, sir.

Question. What is your impression as to the time you returned those papers?

Answer. They were not sent to New York from our office, but to the War Department.

Question. The certificate of the clerk and the note of Mr. McKeon upon the abstract are both dated the 12th of June, 1857. Do you think you received it shortly after?

Answer. I presume it came along after that, but how long I do not know.

Question. The abstract with the date of 12th of June is not the abstract upon which the title was passed?

Answer. No, sir.

A. H. MICKLE, sworn:

Examined by the Chairman, Hon. John B. Haskin.

Question. Where do you reside?

Answer. I reside in the city of New York.

Question. Where is your country residence?

Answer. At Little Neck bay, Flushing, Long Island.

Question. How many acres of land have you?

Answer. About 140, or in that neighborhood.

Question. Were you called upon during the year 1857 to certify in any manner as to the value of property at Wilkins' Point purchased by the government for fortification purposes, and if so, by whom, and when?

Answer. The dates I do not recollect, but I was called upon by Mr. Augustus Schell and Isaac Fowler.

Question. State the conversation which then occurred between you in relation to the subject?

Answer. Mr. Schell and Mr. Fowler came into my store and asked me whether I could give any estimate of the value of that property, and I told them that I could put my value upon it, but could not give the value which the owner put upon it.

Question. Which of the two desired this information?

Answer. Mr. Schell. He handed me a letter and asked me whether I could sign it. I read it over and told him no; because I thought the value– I forget the purport of the letter now, but it was such a letter containing an estimate of the value of the property.

Question. Who was the letter written by?

Answer. I do not know; Schell handed it to me and I declined signing it, but told him I would give him a letter, which I did. I suppose you have a copy of it.

Question. You only gave one letter?

Answer. Yes, sir

Question. In the letter you gave did you fix upon any sum as the value of the property?

Answer. None whatever. I think the purport of the letter was that it was a valuable point of land for villa sites, having a beautiful location; that if cut up in villa sites of five or ten acres, it was a most desirable place for citizens of New York who wished a place within a few minutes' run of the city.

Question. Do you recollect the value of the property specified in the letter which Schell requested you to sign?

Answer. I do not.

Question. Can you not recall it?

Answer. No, sir. I think the point they wanted to get at was comparison. They wanted to know if I thought that point was worth more money per acre than a certain point below, which belonged to Mr. Grinnell. I told them that if I was going to locate for a summer's residence I would prefer Wilkins' Point to the point which Mr. Grinnell lived upon. They said that Mr. Grinnell was asking $3,000 an acre, and I do not know but that I replied that I did not think that he could anywhere find a man fool enough to give that.

Question. To the best of your recollection, was not the value at which the whole property was valued $200,000 in the letter you were requested to sign?

Answer. I do not recollect. The sum total was not down, but it was so much per acre.

Question. Can you not recollect how much per acre it was valued at within one hundred dollars?

Answer No, sir, I cannot; I only glanced over the letter; did not agree with it, and told them I could not sign it.

Question. The letter you gave merely certified to the beautiful location of the property?

Answer. Yes, sir.

Question. And did not specify any value?

Answer. No, sir.

Question. Did not Schell or Fowler at that interview specify any value per acre?

Answer. Yes, sir.

Question. And you declined to sign the letter which Schell requested you to sign, fixing a valuation?

Answer. Yes, sir.

Question. Did you decline signing it because you thought the price placed upon the property was too high?

Answer. Not exactly on that account, but because I thought that value was according to the estimate of the seller and buyer, that whatever a man could get for his property, and whatever the buyer would give, was the value; but I could not say what that value was.

Question. What did you pay for your land?

Answer. I paid, I think, $83 an acre, but I bought my land under peculiar circumstances.

Question. When did you purchase your land?

Answer. Seven or eight years ago, but I have bought another piece of land adjoining it recently.

Question. What did you pay for that?

Answer. I paid for twelve acres, $1,290.

Question. Has that a water front?

Answer. Yes, sir.

Question. Your idea of the value of property being fixed by the buyer and seller is not such an idea as you would apply if you were called upon to appraise the value of a piece of property?

Answer. If I was called upon to appraise the value of property, I would fix the price at what I thought was the legitimate value of the property.

Question. You are intimate with the property all around Wilkins' Point?

Answer. Yes, sir; my father-in-law had charge of the property some forty years ago.

Question. Do you know whether the property was in the market for sale before the government purchased it?

Answer. Yes, sir, it was in the market. Mr. Wissman has offered it for sale.

Question. Do you know what price he asked for it before it was sold to the government?

Answer. I forget now whether he wanted to sell the whole. I frequently had conversations with him about it. I think he has offered it for less than $100,000, or for $100,000; but whether a part or the whole I do not know.

Question. If you had been called upon in March, 1857, to appraise the value of the property, what would you have valued it at, from your knowledge of it?

Answer. I can hardly say what I would have appraised it at. If

you ask me what I would have given for it if I wanted it for farming or speculative purposes, I can tell you.

Question. Well, what would you have been willing to give for the property for farming or speculative purposes?

Answer. I do not think, if I was going to operate there, I would give over $1,000 an acre for it; I would not have given over that.

Question. Would you have considered that a high or low price?

Answer. I would have considered, if I wanted it for myself, that it was a high price.

Question. Suppose you had been selected by the government, in April, 1857, to appraise the value of the property as between Mr. Wissman or Mr. Irving, the owner and the government, what would you have certified the value of the property to be?

Answer. I do not think I would have valued it at over $1,000 an acre.

Question. Including improvements?

Answer. Including everything.

Question. Are the improvements on it good or bad?

Answer. The buildings are good. They are new buildings, fences, and outhouses; but the land would require a great deal of resuscitation to make it all good; it is like all farms. It requires a great deal of time and money to resuscitate a farm. I have had my farm seven years, and have constantly been improving it, but it is not entirely resuscitated yet.

Question. Is your farm more valuable than this?

Answer. I should judge not for a country seat, because the point would be preferable; but I would prefer mine for myself to live on.

Question. Did you state to Schell and Fowler that you did not consider this property worth over $1,000 an acre?

Answer. I might have stated that it was worth what they could get for it.

Question. In the interview had you much conversation with him?

Answer. No, sir; not much.

Question. Who was present beside Schell, Fowler and yourself?

Answer. There were none present except Mr. Fowler. Mr. Schell, myself and my book-keeper, who wrote the letter as I dictated it.

Question. You remarked that Mr. Grinnell asked too much for the property?

Answer. That is what I heard.

Question. He asked $3,000 an acre?

Answer. Yes, sir.

Question. Where is his property located?

Answer. The position is on the bay as the fort is, only it is what we would term a southern point; an inland point.

Question. You regarded that price too high?

Answer. Yes, sir.

Question. How much too high?

Answer. I would not have given half of that if I had been going to buy it. I would give more for Wilkins' Point, as a place of residence, than Grinnell's.

Question by Mr. Florence. It is more desirable?

Answer. Yes, sir; because it has a view up the Sound, down the river, and up the bay; it is a complete point; whilst Grinnell's is below, and from it you can only have a glimpse of the Sound upwards and towards Hell Gate to the south.

Question. Has he sold any of his land at that price?

Answer. Not to my knowledge.

Question. At what price has he sold any?

Answer. I have not heard of his selling any.

Question by the Chairman. Is not this $3,000 an acre a fancy price which he puts upon his land?

Answer. I should judge it was a fancy price.

Question. Have you understood that he has it for sale?

Answer. I understand that he has it for sale now.

Question. Did you understand that he had it for sale in March, 1857?

Answer. I do not know whether he had or not.

Question. How much nearer New York is it than Wilkins' Point?

Answer. There would not be ten minutes difference.

Question. Is it one or two miles nearer?

Answer. I should judge it was not over a mile.

Question. Do you know how many acres there are in this plat?

Answer. I do not know.

Question. Is it nearer the steamboat landing than Wilkins' Point?

Answer. I think the steamboat landing is half way between the two.

Question by Mr. Florence. You say he has the property in the market now?

Answer. Yes, sir.

Question. Does he still hold it at $3,000 an acre?

Answer. Yes, sir.

Question by the Chairman. Are there any improvements on it?

Answer. I really forget; I never was on Mr. Grinnell's Point.

AUGUSTUS SCHELL sworn:

Examined by the Chairman, Hon. J. B. Haskin.

Question. You are the collector of the port of New York?

Answer. I now hold that office.

Question. How long have you been discharging the duties of it?

Answer. Since the 1st of July, 1857.

Question. Do you know the property at Wilkins' Point, purchased by the government in 1857 for fortification purposes?

Answer. I know the property.

Question. State to the committee all you know in relation to the facts and circumstances connected with the sale and purchase of this property by the government in 1857.

Answer. I received a communication from the War Department, some time in the spring of 1857, requesting me, in connexion with Mr. Isaac V. Fowler, of New York, to examine as to the value of the property at Wilkins' Point, and report to the department.

[Here a copy of the letter dated Washington, April 13, 1857, from

John B. Floyd, Secretary of War, to Augustus Schell, which copy appears in the evidence of the Secretary of War, was shown witness, and he recognized it as a copy of the letter sent him.]

Question. When did you receive that letter?

Answer. It must have been a few days after the 13th of April, the date of the letter. On its receipt I notified Mr. Fowler that I had received such a communication, and desired him to call at my office, where I showed it to him.

Question. What did you do then?

Answer. A few days afterwards we made arrangements by which we were to go and look at it, which we did. I do not recollect the day of the month or the time we went to the ground, but we spent a part of a day there examining the locality.

Question. Who did you meet there?

Answer. We went in the boat from New York to Flushing, and at the landing we met Mr. Prosper M. Wetmore and another gentleman to whom I was introduced as Mr. Irving.

Question. Then you went with them in a carriage to the grounds?

Answer. Yes, sir; we met another gentleman on the property to whom I was introduced as Mr. Wissman; we spent two or three hours on the grounds.

Question. Did you understand that Mr. Wissman was the owner of the property at that time?

Answer. No, sir; I did not know who was the owner.

Question. You returned to the city after examining the property?

Answer. Mr. Fowler and Mr. Wetmore returned with me.

[Here a copy of a letter dated New York, April 24, 1857, from Augustus Schell and Isaac V. Fowler to Hon. John B. Floyd, Secretary of War, (which copy is published in the evidence of Hon. John B. Floyd,) was shown witness, and he recognized it as a copy of the report he made the War Department.]

Question. Who drew the original of that paper?

Answer. I did.

Question. Of what persons did you inquire as to the value of the property?

Answer. So far as I now recollect, I inquired of Mr. John Cryder, Henry Grinnell, A. H. Mickle, A. J. Bleecker, and others, whose names I cannot now recall.

Question. What did Mr. Bleecker state was the value of the property, in his judgment?

Answer. I think he declined to give the sum.

Question. Were those the only persons you inquired the value of the property from?

Answer. All I remember.

Question. When did you send that communication to Washington?

Answer. I presume on the day of its date, or the next day.

Question. What interest had Mr. Prosper M. Wetmore in this matter?

Answer. None that I know of.

Question. Do you remember Prosper M. Wetmore and your

brother Richard inquiring on the day that letter was written whether you had sent it or not?

Answer. No, sir; I do not remember.

Question. Do you know when the payment was made by the government for the purchase of that property?

Answer. I do not.

Question. Did Mr. Prosper M. Wetmore have any conversations with you before you sent this letter to the War Department in relation to the value of this property?

Answer. I think not; I never had any conversations with him in reference to its value.

Question. Did Mr. R. W. Latham ever have any conversations with you previous to this in relation to the matter?

Answer. No, sir.

Question. Did he take any interest in it?

Answer. I never saw him in connexion with it.

Question. What interest had your brother Richard in connexion with it?

Answer. None that I know of.

Question. Had you any interest in it?

Answer. No, sir; of no kind. I have detailed to you all that I ever had to do with it in any way.

Question. Did not your brother Richard inform you that he advanced money to purchase this property?

Answer. No, sir; he did not.

Question. And did you not know from him that he had any interest in it?

Answer. No, sir.

Question. Do you know whether he received any payment made by the government on account of this purchase?

Answer. No, sir; I do not.

Question. Have you any interest with your brother?

Answer. None at all.

Question. What is his occupation?

Answer. It is that of a broker and banker. My occupation, at the time, was that of a lawyer.

Question by Mr. Florence. Your brother loans money?

Answer. I believe so.

Question. His negotiations are very large?

Answer. Very large; extending to millions of dollars, at times, I have heard.

Question by the Chairman. You have no interest together?

Answer. No, sir.

Question. You were collector then?

Answer. No, sir; my appointment took place in March, but my commission is dated the 14th of May.

Question. Do you recollect the day you went down to this property with Mr. Fowler?

Answer. No, sir, I do not.

Question by Mr. Florence. You went down at the request of the Secretary of War?

Answer. Yes, sir.

Question. And formed your judgment upon the information you got from what you supposed disinterested parties?

Answer. Entirely so.

Question. You felt anxious to protect the government from extortion?

Answer. Yes, sir; they expressed a desire that care should be taken in the investigation.

Question. And this letter that you wrote the War Department was based upon the investigations you made?

Answer. Yes, sir.

Question by the Chairman. Of your own knowledge you were not familiar with the value of the property?

Answer. My knowledge was entirely derived from these persons.

Question. And you were induced to believe that an exorbitant price was not asked for this property?

Answer. Yes, sir; and I have had no reason to change my opinion since.

Question. Had you any interview with the Secretary of War before he wrote you the letter in reference to this subject?

Answer. No, sir; I have never had any other communication with the Secretary in relation to it than the letter he wrote me and the reply I sent. That is all I had to do with the matter, directly or indirectly.

Question. You say you called on A. H. Mickle. What was his judgment in relation to the value of the property?

Answer. I do not recollect whether he gave a sum certain or not. He said that he did not know much about the value of property along the shore; that his property lay further back. I asked him comparatively, and he said he thought it was worth as much as any land along the shore; but I do not recollect that he fixed upon any sum per acre.

Question. What was Cryder's estimate?

Answer. Cryder fixed a certain sum; I think it was $1,100 an acre, taking the land and improvements together, for his own property; and he said he did not think that this other point was worth as much.

Question. How came you to be one of the appraisers for this property? At whose request were you appointed?

Answer. I do not know. The first intimation I had of it was the receipt of the communication from the War Department.

Question. You say, in your reply to the War Department, that you had procured the certificate of auctioneers; did you or Prosper M. Wetmore procure it?

Answer. I think Wetmore sent it to me.

WEDNESDAY, *March* 10, 1858.

WM. C. WETMORE, affirmed:

Question by the Chairman. What is your business, and where do you reside?

Answer. I am a lawyer, and reside in the city of New York.

Question. Did you conduct the conveyance of the property at Wilkins' Point from Irving to the government?

Answer. I was employed by Mr. Irving to investigate the title for purchase, and afterwards I made the investigation for the government. I made the abstract of title for the government also. I was not employed by the government, but the abstract I made it adopted.

Question. Who employed you?

Answer. George Irving.

Question. When?

Answer. I think it was as far back as March, 1857, a long time before it was closed. In the first place, I made a full investigation for Irving, not knowing anything of the government. Then the papers went out of my hands. The first agreement Irving made was, if I recollect rightly, made with a man by the name of Wissman. I found that agreement defective and made a new one, I think, with a Mr. Van Blankensteyn.

Question. Who requested you to search the title on behalf of the government?

Answer. Mr. Irving. I cannot state why it was done.

Question. Did you have an interview with or write to the Attorney General on the subject?

Answer. No, sir.

Question. It was entirely at Irving's request?

Answer. Yes, sir.

Question. Were you ever called on by any other parties except Irving in relation to this matter?

Answer. I saw, I think, a number of people during the progress of my examination. My recollection is this: Irving came to me, and asked me to investigate the title. That was as far back as March. I investigated the title and found it satisfactory; at the end of my investigation, a certain sum had to be paid down, to bind the contract. That is the first interview that I had with these other parties. I saw Mr. Van Blankensteyn and Mr. Wissman, and their lawyers.

Question. Were you called on in relation to this transaction by Mr. Prosper M. Wetmore?

Answer. I do not think that I ever saw him on the subject.

Question. Were you ever called on by Mr. Richard Schell, or have any communication with him on the subject?

Answer. Yes, sir; I had several interviews with him.

Question. State one of them?

Answer. If I recollect aright there was a payment made in the first contract which Mr. Weissman signed, and which Mr. Van Blankensteyn did not sign. When it came into my hands, and the payment came to be made, of which I had the control, I took a receipt from Mr. Van Blankensteyn and made him sign the contract. The check for that money was advanced to me, and I paid it myself.

Question. By Richard Schell?

Answer. The check of $9,000 was handed to me by Mr. Schell, or I was present when it was handed over. It must have been handed to me, as I have no recollection of Schell being present at any of the

interviews between me and these parties. I think I acted in the matter alone.

Question. Whose check was the $9,000 for?

Answer. My impression is that it was Mr. Schell's check.

Question. Do you recollect when it was given?

Answer. 28th of April. It must have been that day. I cannot tell exactly, because I have not the papers with me. If I had thought of it I might have brought the contracts along with me.

Question. Were mortgages paid subsequently?

Answer. This property had two mortgages on it. They were held by Charles Lowrie and an old gentleman by the name of Willetts. At the time of the investigation these two mortgages were on the property. They were not paid until after Irving purchased the property. They were not paid until after I had made my investigation for the government. When I was coming on here to Washington to close with the government, I sent for those people to come and receive their money, and clear the record. Willetts and Lowrie met me at Owen & Vose's office. This, perhaps, must have been ten days, or perhaps more, before I came here. A controversy arose between the parties respecting the amount they were to receive. The mortgages were not due, and they refused to receive their money unless a year's interest, or more, was advanced. I insisted on paying for the mortgages, and making a clear record. I left for them to consider about it; but instead of coming to me, they went home. This went on until the 1st of July, perhaps. I think it was on the 2d of July that they came into town offering to close on receiving a particular sum of money, which I was prepared to pay. When we met they flew from that bargain, and asked more money. They asked a further advance of interest to induce them to give up the mortgages. A little harsh feeling existed between the parties. I told them that they must settle the difficulty between themselves. They said that they would go and take their dinner, but they took the Flushing boat and went home. This was on the 2d of July, and on the 4th I was to come here. On the afternoon of the 3d I sent for them to come back. When I found that they would not come I went to Flushing, and there paid them off, taking satisfaction pieces, as I knew that the Attorney General would require to have evidence that these mortgages were satisfied; instead of bringing on certificates, I brought on the satisfaction pieces themselves. When I delivered up the title I gave them to the Attorney General, and when he put his deed on record he also put these on record. It was the 4th day of July I came here, and on the 6th or 7th that I closed the matter. The 4th of July was on Saturday, and I think that it was on Tuesday or Wednesday of the following week that I settled it.

Question. The order for payment from the government was on the 8th of July?

Answer. It may have been; I do not recollect; it may have been dated ahead; I came on the 4th, and staid until the next Wednesday or Thursday; I cannot tell which.

Question. There is a certified copy of a deed from Wissman to Irving; when was that delivered?

Answer. I think that it was delivered to him at the same time that all the deeds were delivered to me; I think that all the papers were put into my hands at once; I was to have all the money, and I was to close the matter up.

Question. Did you have any interview with the United States district attorney at New York, Mr. McKeon, on the subject?

Answer. I did.

Question. Why was it that he did not search the title to these premises?

Answer. He told me that he had.

Question. Did he pass the title to your knowledge?

Answer. He told me that he had, while he did not give us any evidence of that fact.

I want to explain the Van Blankensteyn mortgage. I investigated this title, as I have said, for George Irving, and passed the title. My impression is that was some time in March or April. He represented to me that he had bought the title, and wanted me to pass it. After I passed it, I made an abstract, and had a map made of the whole property. Mr. Irving told me that he was about to sell that property to the government. He wished me to put my abstract, searches, and my map, in the hands of Mr. McKeon. I did put them there. I took them there myself, and gave them into Mr. McKeon's hands. I asked him whether he had been notified that the government had purchased that piece of property.

He told me that a gentleman from Washington had been with him on the subject—a gentleman connected with the department. He did not state who it was. I left the papers with him. I called on him several times in relation to it. He left it with some gentleman out of his office to make a search. I followed this thing up for some time, some weeks, and at last Mr. Irving came to me and told me that it was delayed very much.

This must have been in May, or may be June. I then made a new abstract and full searches, which the government have got. I accomplished this in a few days, because I had previous notes and because I knew what to do, having got all my papers ready. Mr. Irving said that he wanted me to go to Washington and show these papers to the Attorney General. I went to Mr. McKeon's office, and asked him what had become of the map, abstract, papers, &c. I think he told me that Mr. Joachimsen had either gone to Washington with them, or sent them, or was going with them. I told him that I was going to Washington on that very business. On the evening of the 4th of July I started.

I went to the Secretary of War and he referred them to the Attorney General. I went there and told the Attorney General what papers I had got. We waited for Mr. Joachimsen to come on with his papers. Not coming, I telegraphed to know what had become of them. Mr. McKeon telegraphed back that Mr. Joachimsen had gone to Newport, Providence, or somewhere else, instead of coming to Washington, and would not return for two or three days. I stated these facts to Mr. Gillett and to the Attorney General. They said that it was not necessary to have Mr. McKeon's certificate, if the ab-

stract was all straight, and there was a certificate of a lawyer, who was considered a competent man for that business, and they said that they would take the papers and see whether the title was good. Mr. Gillett took my papers and went over the whole matter. Next morning he told me that it was perfectly satisfactory. The papers went before the Attorney General, who in a day or two gave his certificate that the title was good. The 8th day of July was probably the day it was closed. When those papers were delivered all the money had been paid to Mr. Van Blankensteyn, and all the money had been paid on these mortgages except $85,000. Mr. Irving bought this property under an agreement that he should give back a mortgage for $85,000 to Van Blankensteyn. The balance was to be paid in cash. All that balance had been paid to Mr. Van Blankensteyn, but this $15,500; according to my understanding a mortgage was written for that amount.

This mortgage to Mr. Van Blankensteyn was a memorandum of how much was due him. I was responsible to him that he should have that money under any circumstances. I was to return from Washington and pay him. It was neither his nor my intention that that mortgage should go upon record. Mr. Vose improperly, in my judgment, sent it to be recorded. The moment I got back I paid the mortgage off.

Question. The Lowrie and Willett mortgages were paid off before?

Answer. Yes, sir; Mr. Schell advanced me the money with which I paid them off.

Question. The subsequent mortgage to Van Blankensteyn of $15,500 you paid off from the funds you had received.

Answer. We did not receive the money here. Unfortunately, we happened to fall on the day when all of the offices here were closed because of the death of Governor Marcy. Of course I had a great deal of trouble in getting my papers through that day. I got them through, but I had to take a draft on New York. It was drawn on a man by the name of Gillmore. He gave a draft on Mr. Cisco. Mr. Irving got the draft from Mr. Gillmore.

Question. Do you know when it was taken to him by Mr. Irving?

Answer. Irving told me that he did; but I don't remember the precise time. He brought back the draft on Mr. Cisco, and gave it to Mr. Richard Schell. Schell gave me his check for the amount paid to Van Blankensteyn, and a check for my own services.

Question. Did you ever see Mr. Prosper M. Wetmore on the subject?

Answer. I do not recollect that he had anything to do with it.

Question. Did Mr. Schell call on you in relation to it?

Answer. Only once, when this $9,000 was advanced, for which he gave me his check. He afterwards urged me to come here, stating as his reason that he had advanced that money, and was afraid he might lose it.

Question. Did you see Mr. Latham in regard to the transaction?

Answer. I do not know such a man.

Question. When you were here in July did you see the Secretary of War?

Answer. I got here on the 4th of July, I think, and I think that I saw him on Monday. I saw him several times. I think that I had two interviews with him. I was at his office several times.

Question. Do you know the number of acres in this tract?

Answer. I think the government purchased 110 acres.

Question by Mr. Wood. Do you know the value of this property other than what you have heard?

Answer. I have taken a little trouble to ascertain its value. I had a client, now dead, who owned a farm this side of it about two miles, and upon the Sound. It is valued at $1,500 an acre, though not to be compared with the property on Willett's Point.

Question. What does Krider ask for his place?

Answer. I do not know. I do not suppose you could get it for less than $3,000 an acre.

Question by the Chairman. You referred to old Capt. Smith's property; what improvements are on it?

Answer. There is a boarding house there. It is valued by those who now hold it at $1,500 an acre.

Question. How far from Willett's Point is it?

Answer. I should not suppose more than a few miles.

Question. Do you know whether this Willett's Point property was in the market for several years?

Answer. I did not; I wish I had I would have bought it; I heard that the government was going to buy it.

Question. Have you been on this property?

Answer. I have. It is one of the most beautiful points on Long Island Sound.

Question by Mr. Hall. How far is it from this place of Smith's?

Answer. I cannot tell exactly, but not more than two or three miles.

Question. Up or down the Sound?

Answer. Down the Sound.

Question by the Chairman. Does not property increase in value as your near the city?

Answer. Some does, and some does not. These locations on the Sound are valuable as sites for country residences. This Willett's Point has certainly one of the finest views on Long Island Sound.

Question by Mr. Hall. Has it any value from the depth of water in front of it?

Answer. No, sir.

Question. Have you any knowledge whether any other piece of property has been sold there within two years.

Answer. I have not.

Question by Mr. Wood. Do you know what valuation the assessors put on that property?

Answer. I know a good deal about the assessors' valuation in the city and out of the city, too. Take our city assessors, and they value our property in some parts pretty nearly as much as it is worth. I, with others, have been laboring to put the valuation down and the per centage up. By that means we should save a great deal of money in New York. The country people put their valuation down, and that

throws a large proportion of the expenses of the State upon the city. In Westchester county a low valuation is put on property. The general rule is to value the lands there as farming lands—what they would produce as farms. If a piece of property is worth $25,000, I presume the assessors will not assess it at more than $5,000. I do not know anything about the assessments in the town of Flushing; I only speak generally. I never pay any sort of respect to the assessors' valuation in New York city.

WEDNESDAY, *April* 28, 1858.

WILLIAM C. WETMORE recalled.

Examined by the Chairman, Hon. JOHN B. HASKIN.

Question. At what time was the draft of the War Department, in payment of this purchase of the Wilkins' Point property, paid in New York?

Answer. According to my present recollection we left here either on Wednesday or Thursday in July, the 7th or 8th, and I think the draft must have been paid on the 9th or 10th of July.

Question. Who received the money for that draft?

Answer. I only know that from having heard I was to have received the money; but Mr. Irving took the draft, and his reason for doing so was that it had to be endorsed by Gillmore, and they took it to him to have him endorse it; I think George Irving then endorsed it to Schell, who deposited it in his bank.

Question. Who carried the draft on from Washington to New York?

Answer. I do not know who. It was in an envelope addressed to Gillmore.

Question. Was it ever cashed?

Answer. It was deposited in bank to the credit of Mr. Schell.

Question. Did Mr. George Irving endorse the whole draft over to Mr. Schell?

Answer. Yes, sir, and Mr. Schell took it and deposited it in his bank.

Question. Was Mr. Schell paid his advances out of that draft?

Answer. I was directed to settle with Schell.

Question. Did he give you a note?

Answer. Mr. Schell was to take out of the draft $45,700, also $5,000 for his commission, and he was to pay me for my services in investigating the title and coming on here, and the balance he was to account for to me, for George Irving. Mr. Irving authorized me to settle with him and take his note. A long time elapsed before I got his note, but I got it finally.

Question. To whom was it made payable?

Witness here produced the original note, of which the following is a copy:

"NEW YORK, *July* 15, 1857.

"$51,768 75.

"One year after date I promise to pay to my own order, fifty-one thousand seven hundred and sixty-eight dollars and seventy-five cents.

"RICHARD SCHELL.

("Endorsed, RICHARD SCHELL.")

Question. You hold that note for collection?

Answer. That note is in my hands, and if it is not paid when it comes due I will collect it.

Question by Mr. Florence. Have you any idea what prompted this loan from Irving to Schell? Was it personal good will growing out of Schell's loan of money to Irving?

Answer. The fact is Schell loaned Irving $45,700, and I suppose Irving loaned him this money for that; all I can answer in regard to that, however, is what George Irving told me when I asked him whether I should not collect this money immediately and invest it; I do not regard it as a loan; the way I understand it is this: I was to have received this money and paid to Mr. Schell the money he had advanced, leaving the balance in my pocket.

Question. When was that note given you by Mr. Schell?

Answer. I considered the balance due by Mr. Schell like a book account, but at the same time the note is evidence as to date. I called upon Mr. Schell to give me a note, I think, since this investigation commenced, and then he sent me this note. It was sent more as a memorandum of the transaction than anything else.

Question. When was it sent to you?

Answer. I cannot tell.

Question. Was it anywhere about the time of the date of it?

Answer. No, sir; it must have been long since the date of it.

Question. Was it sent to you within the last three months?

Answer. I am not sure whether it was sent to me before I was examined or not. The thing is very indefinite in my mind; I should say it was sent perhaps since then.

Question. You would not swear that it was sent to you six months ago?

Answer. No, sir; I called upon him to settle with me a long time ago, to give me a statement showing what the balance was.

Question. Then it was some time after Irving let Schell have this money that he gave him any acknowledgment of his indebtedness. Is that note negotiable paper?

Answer. I suppose it to be; "value received" is not necessary; I think I could raise the money upon it if I wanted it, though I consider it merely as a memorandum.

Question. From whose hands did you receive that note?

Answer. I think it was sent to my office from Richard Schell.

Question. Was it sent to you in a letter?

Answer. I think it was sent in an envelope.

Question. Do you know that that note, the signature, and the endorsement upon its back, is in Richard Schell's handwriting?

Answer. I think it is his own handwriting.

Question. Do you think the body of the note, the signature, and the endorsement, are all in Richard Schell's handwriting?

Answer. I have no doubt it is all in Richard Schell's handwriting.

Question. Is interest to be paid upon that note?

Answer. I never waived interest. I never took notice before that interest was not in the note.

Question. Did you bring this note on from New York with you?

Answer. I have had it in this coat pocket ever since it was sent to me.

Question. When did you come on here?

Answer. Last Friday night, in company with Mr. Richard Schell.

Question. Did Prosper M. Wemore come on with you?

Answer. He did not come on here until last Sunday morning.

Question. Did you come here in regard to this investigation?

Answer. No, sir; I came alone. Mr. Richard Schell requested me to come, that he was coming on to be examined.

Question. You have had that note in your pocket for a long time?

Answer. Yes, sir; if it had not been in my pocket I should have put it in when I came on here.

Question. How was this amount of $51,768 75 arrived at?

Answer. The bond and mortgage was $85,000, and the cash was $45,000. As I stated to you before, there were two small mortgages which we had to pay off, amounting to $20,000. These mortgages were not due at the time we desired to satisfy them, and the parties holding them claimed a year's interest in advance before they would take the principal of their money. This Mr. Irving refused to pay, but at last agreed to pay $600 or $700, a part or whole of it. That made, with what was paid Wissman, $45,650 or $45,680. Then we got $115,000 from the government, out of which Schell took $45,650 or $45,680, which he had advanced, the commission allowed him for raising the money, which was $5,000, and paid me $750. Take that from the $115,000, and there is left $63,600. Then he paid George Irving $12,000 in cash.

Question. Who paid him that?

Answer. Richard Schell. The $12,000 from the $63,600 leaves $51,600.

Question. When did Richard Schell pay that $12,000?

Answer. I do not know.

Question. Was it paid to Irving in person, or to you?

Answer. It was not paid to me or in my presence, but they both told me that it had been paid.

Question. Was it paid in one sum?

Answer. I believe it was.

Question. Were you then attorney for Irving?

Answer. Yes, sir; I have been his attorney throughout the transaction.

Question. Do you know why Schell paid Irving that money?

Answer. Because he wanted it. It was his money, and he asked him to pay him so much of it immediately.

Question. Did he ever pay George Irving any other money?

Answer. Not that I know of.

Question. Was any money paid on account of this transaction?

Answer. No, sir.

Question. In this one case George Irving was paid $12,000?

Answer. Yes, sir; I think it was paid to him. I was not present when it was paid, and do not know how it was paid, but I think it was paid by a check; I do not know.

Question. Do you know whether it was paid in different sums or in one sum?

Answer. I do not know. He told me that he had received $12,000, and Schell told me that he had paid him $12,000.

Question. Schell requested you to come on here?

Answer. Yes, sir; he told me he was coming on to be examined, and desired me to come on with him.

Question. Did he wish you to act as his laywer.

Answer. I suppose, if he wanted a lawyer, he would apply to me as his counsel.

Question. When did he consult with you?

Answer. When he was put into this transaction by advancing so much money, he became anxious to get it back, and he said to me that Irving had employed me and I must have it closed up; that money was scarce and he wanted to get out what he had advanced, and he then insisted that I should come on to Washington and get the money. He told me that the money must be got out or he would never advance any more money to these people. I have been paid out of the fund, because I was employed by George Irving to come on here and satisfy the government that the title was all right, but I was never employed by Richard Schell.

Question. Did you receive the money you used to pay those mortgages from Richard Schell?

Answer. Yes, sir; I told him about mortgages to the amount of $20,000 being upon the property, and that until they were paid off Wissman could not give a title; he was not willing to do it at first but I told him it must be done and I took his $20,000. I drew my own checks, had them certified, and went down to Flushing and paid off the mortgages. The $20,000 exceeded the amount I had to use, and I gave Mr. Schell my check for the difference.

Question. When was this?

Answer. I think it was on the 3d of July, the day before I came on to Washington.

Question. What was your object in that proceeding?

Answer. I was coming on here to satisfy the government that we had a clean title, and we advanced the money to pay off these mortgages, so that Wissman could give us his deed clear.

Question. Had you ever seen Irving's lawyer before?

Answer. It is like enough I had.

Question. Who introduced you to him?

Answer. I have known his father and his family for many years, and have no recollection of being introduced to him.

Question. Did not Prosper M. Wetmore accompany him when he first called to see you on this business?

Answer. I have no recollection of meeting them together at my office.

Question by Mr. Florence. Are you aware of the relations existing between them?

Answer. I am. I believe they are very intimate, and have been for years. They live not far from one another.

Question. Would it be strange to see them together?

Answer. I should think it strange if they were not. They board close together in the country, and are very intimate.

Question. Was Richard Schell, at the time of this transaction, a solvent broker?

Answer. I suppose Richard Schell's deposits, as a broker, have exceeded five or six millions a year.

Question. Was he a solvent broker on the 15th day of July, 1857?

Answer. I have no more doubt of his being a solvent broker on that day, and of that claim being good against Richard Schell, than if I had it in my pocket. I have no doubt of his being able to pay then and now, if I should sue him for it.

Question. Do you know that his property is in the name of his wife?

Answer. I know nothing about his property.

Question. What is his reputation for solvency on the street?

Answer. That he is a man of property.

Question. Had he such a reputation in July, 1857?

Answer. I have never heard anything to the contrary. He had some difficulties years ago, I believe, but he got out of them.

Question. Have you seen Prosper M. Wetmore, since he has been on here?

Answer. A dozen times a day.

Question. Did he come on in relation to this investigation?

Answer. I do not know.

Question. Do you know from any statements of Prosper M. Wetmore whether he had any negotiations with the War Department in relation to the sale of this property?

Answer. He has stated over and over again that he had nothing to do with it, either with the War Department, Mr. Irving, or anybody else.

Question. Has Richard Schell ever told you that he had any negotiations with the War Department on the subject?

Answer. So far as I have been talked to as his counsel, I might say I was not willing to answer; but I am perfectly willing to answer, and will say, that in all the conversations I had with him the whole thing has been to carry out my views, it being George Irving's transaction; Richard Schell has told me that he never communicated with the War Department.

Question. Did you ever communicate with John C. Mather or R. W. Latham in any way in relation to this transaction?

Answer. I never saw Latham in my life until within the past fortnight. I think he is here now. I never had anything to do with him in relation to this transaction.

Question. Who is Mr. Latham?

Answer. I do not know. He is a gentleman here. In all these transactions I have never heard of the man before.

Question. Did you pay the auctioneers for the certificate they gave as to the value of this property?

Answer. I never saw the certificate, and never paid them. I never knew there was such a paper until I heard it since I have been here this last time. I believe Augustus Schell swore there was such a paper; did he not?

Question. Are you Prosper M. Wetmore's lawyer?

Answer. I am, when he has any law business to do. He is a cousin of mine.

Question. You have done his law business?

Answer. I have done it for thirty years, off and on.

Question. Has Irving ever communicated to you that he permitted this fifty-one thousand and odd hundreds dollars to remain in Schell's hand?

Answer. He never has. He never said more to me about it than to settle the account with Schell.

Question. Do you regard it as an investment drawing interest?

Answer. Yes, sir; I regard it as drawing interest just the same as if it was so stated in that paper. I thought it was in it.

Question. To your knowledge, is there any understanding, orally or in writing, that the proceeds of that note are to be distributed to any parties?

Witness. My knowledge upon that point can only be derived from conversations with these different parties.

The Chairman. From your knowledge, derived from Mr. Irving, is there any understanding, express or implied, in writing or orally, that there is to be any distribution of the proceeds of that note to any parties; and if so, to whom?

Answer. Mr. Irving engaged me as his counsel, and I supposed talked with perfect freedom to me about the transaction; but, from its commencement to the present time, I have never received any intimation from him other than that he was entitled to the whole $51,768, and never expected to give a cent of it to living man. He has told me under no circumstances to distribute a dollar of it, and I have never been told by anybody that they had any participation in it.

Question. Did he never communicate to you his purpose in leaving it with Schell?

Answer. If he had left it with me I should have invested it for him; and I suppose he left it with him as an investment.

Question. Did Richard Schell fail during the late revulsion?

Answer. No, sir.

Question. Is he in good credit now?

Answer. I think so.

Question. Do you hold any of Schell's paper?

Answer. No, sir.

Question. Do you know of any property that he holds in his own name?

Answer. I do not; in fact, I never knew much of his affairs, not being his lawyer.

Question. You are the best real estate lawyer in New York city, and well acquuainted with the property and property owners there; do you know that Richard Schell owns any property there?

Answer. No, sir; I do not.

Question. Is it not common among people that he does not own any?

Answer. I do not know. I only know this money will be collected out of Richard Schell, if he does not pay it.

Question. Did you ever consult with Irving as to the terms of settlement with Schell—this note for $51,768?

Answer. Irving told me I might settle with him, and take his note for a year.

Question. Did Irving ever see the memorandum?

Answer. I do not know. He may have seen it before it was sent to me. I have not shown it to him.

Question. When was the $750 paid you?

Answer. A day or two after we got back Schell paid it to me out of the money paid to him for his advances.

MARCH 13, 1858.

Present—HASKIN, HOPKINS, and HALL.

JOHN MCKEON, esq., sworn.

Examined by the Chairman:

I was United States district attorney for the southern district of New York for the year 1857. My first knowledge of the purchase of Wilkins' Point for a fortification was the receipt of a letter from the Secretary of War, dated May 27, 1857.

The following is a copy of the letter:

WAR DEPARTMENT,
Washington, May 27, 1857.

SIR: I have the honor to enclose, herewith, an "abstract of title of George Irving" to certain property in Queens county, New York, known as "Thomas'" or "Willett's Neck," for your examination and certificate previous to its being submitted to the Attorney General of the United States for his opinion.

I shall be obliged by your early attention to this subject.

With high consideration, I am, very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. JOHN MCKEON,
U. S. Attorney, southern district, New York,
New York city.

Afterwards, I received another letter from the department, dated the 28th of June, 1857, signed W. R. Drinkard, chief clerk. The following is a copy:

WAR DEPARMENT,
Washington, June 28, 1857.

SIR: I herewith enclose the map of Willett's Neck, on Long Island, purchased of Mr. Irving for fortification purposes.

I was of the impression, until within a day or two past, that this map was in your possession, and I send it at once that no further delay in the investigation of Mr. Irving's title may be had.

Very respectfully, your obedient servant,

W. R. DRINKARD,
Chief Clerk.

Mr. William C. Wetmore came to Washington, and afterwards called and saw me in relation to the matter at my office: my deputy, Joachimsen, came on to Washington with Wetmore, but I am not certain as to the time, though to the best of my recollection it was about the 4th of July; he returned with the papers, and took them to Newport with him; about this time, while my assistant, Joachimsen, was in Newport, Richard Schell, the brother of the collector, called upon me and asked me if I had the papers relating to the title; I told him the papers were at Newport; he then appeared disappointed, and very anxious to obtain the papers, and telegraphed Joachimsen on the 7th of July, 1857, as follows:

[By Telegraph.]

Dated NEW YORK, *7th July*, 1857.

Received Newport, July 7, 1857.

Will you see me in this city to-morrow morning, the 8th instant?

Bring papers in regard to Willett's Point, Long Island, as I wish to consult you legally.

Answer paid.

RICHARD SCHELL.

PHILIP J. JOACHIMSEN.

He received the following telegraph in reply:

I will be at the office to-morrow.

P. J. JOACHIMSEN,
Newport.

RICHARD SCHELL, Esq.,
New York.

Previously, on the 6th of July, I received a telegraphic despatch from William C. Wetmore, from Washington, dated the same day, as follows:

[By Telegraph.—Morse Line.]

Dated WASHINGTON, *July* 6, 1857.

Received, New York, July 6, 1857, at 2.28 o'clock m.

Send by to-day's mail all the papers and searches in your possession in relation to Willett's Neck to the Attorney General. All other necessary copies of deeds, &c., are here, and he is satisfied with them.

W. C. WETMORE.

JOHN MCKEON, Esq.,
District Attorney of the United States.

On the 7th of July, Mr. Richard Schell brought to my office a despatch, without name, dated Washington, July 7, 1857, directed to Richard Schell, as follows:

WASHINGTON, *July* 7.

RICHARD SCHELL.

XXII W. XXIst, New York. Ask McKeon to telegraph that he has a certificate that all taxes are paid on Willett's Neck property. We can then get our draft.

I then told Mr. Schell that I had no such certificate and could not give it He said he was very anxious to get it through, and I was anxious to comply with his request, on account of his great anxiety about it, and also the anxiety of the parties at Washington, from the despatches received by me in relation to it. It was then arranged between Schell and myself that he was to leave money sufficient to secure any unpaid taxes upon the property with me. He then gave me one or two checks, certified, or to be certified, far beyond any amount of any probable taxes. I took Schell's checks and locked them up in my drawer and telegraphed to Washington to the following effect: "The taxes on Willett's Neck property have been secured." Afterwards Schell satisfied me that the taxes had been paid, and I returned him the checks. I recollect he was very anxious to have the matter closed. He said he had an interest in the transaction, having advanced money on it, and was anxious to get his money back. I remarked, "Advanced money without searching the title?" to which he replied that "it was the nature of his business." He said he was very anxious to get it through, and stated to my assistant, in my presence, that he would pay him handsomely to expedite the matter. I answered to this that no one could pay in this matter; that he would be paid by the government of the United States. On the 8th of July I wrote the following letter, which was posted on that day for Washington.

Official.] JULY 8, 1857.

SIR: I have the honor to enclose papers and map respecting property at Willett's Neck, L. I., purchased for the use of the United States.

None of the papers required by your general regulations have been furnished to me.

It appears that there are some apparent incumbrances on the property and perhaps some taxes; and the parties have deposited with me sufficient funds to discharge such liens.

It is, however, represented to me that the original deeds and other papers required by you are in your hands, and that you have affirmed the validity of the title, except as to the lien for taxes.

I therefore limit my official action to certifying that, if the facts

represented to me be true, the title would be valid, subject to any lien for taxes, &c., not yet discharged, and for which the parties have furnished the necessary funds.

With great respect, your very obedient,

JOHN McKEON,
United States District Attorney.

Hon. J. S. BLACK,
Attorney General U. S., Washington, D. C.

On the 8th of July I received a letter from R. Schell, as follows:

"OFFICE OF RICH'D SCHELL, 61 AND 62 MERCHANTS' EXCHANGE,
New York, July 8, 1857.

Mr. Wetmore will be home to-morrow, and you will oblige me by not sending the papers to-day to Washington.

Will call upon you to-morrow.

Yours, &c.,

RICH'D SCHELL.

J. McKEON, Esq., or Mr. JOACHIMSEN.

I never gave any certificate of title of this property to the government, except as in the letter of the 8th July. The abstract of title to this property, as it passed the War Department, was not prepared in my office or under my direction; no certificate of title, except as above, came from my office. The passing of the title was finished in Washington. I considered the passing of the title from my office the certificate of the district attorney for the southern district of New York. I was the United States district attorney there about three years and a half. During that time I searched and passed several titles for the government. The certificates of title in each of these cases came from me. There was not during my official term a single case, except this, where the title was arranged and closed at the Attorney General's office without the certificate from my office. Schell and William C. Wetmore were the only persons I saw in relation to the title, to my knowledge. I never saw George Irving in relation to the title or the transaction.

Examined by Mr. HALL:

I will not swear I never saw him, or will I swear I did see him. In all other similar transactions my certificate was absolute, either unqualifiedly for or against the title.

APRIL 26, 1858.

DAVID VAN NOSTRAND, sworn.

Examined by the Chairman, Hon. JOHN B. HASKIN:

Question. Where do you reside, and what is your business?

Answer. I reside in the city of New York; my business is bookselling and publishing.

Question. Are you related to Major Barnard, now stationed in New York?

Answer. No, sir; but I have known him intimately for a long time.

Question. State all you know in relation to the purchase of the Wilkins' Point property by the government?

Answer. Major Barnard came to me, I think, early in March, and asked me if I knew anything about property opposite Throg's Point, Fort Schuyler; he said that he had received instructions from the engineer department to make arrangements for the purchase of some point opposite that for a fort. I knew that an appropriation had been passed for that purpose. He desired me to find out, if I could, who were the owners of the property all along there, what the value of the land was, and what it could be purchased for. He gave me to understand that the desirable point was Wilkins' Point; but, of course, that was between ourselves, and he did not want it known until he had ascertained what it could be got for. I went to work immediately, and what I did was entirely as a matter of friendship for Major Barnard. I think I first went to see Walter Bowne, but not finding him in, I called on Wessel Smith and Judge Green, who were in the same office, and resided at Jamaica, Long Island. Judge Green told me that A. H. Mickle lived in the neighborhood of the property, and could tell me who were the owners of Wilkins' Point. I went down to Mickle's office, but he was not in, and would not be in that day. They told me there that his brother-in-law, Mr. Lawrence, was in town, and he could tell me something about it. I waited until he came in, and he informed me that John W. Lawrence knew more than he did, and he took me to his office. I had a long conversation with him, and accompanied him to see one or two other gentlemen. He told me that Weissman was the owner of the land. I asked him what its value was, and he said that he thought it could be bought readily for $1,000 an acre; that that would be a fair price for it. I do not recollect now the names of the other gentlemen we called on to get their opinions of the value of the land; at his suggestion I called on a firm in South street, but they knew nothing of Weissman or his property. It then occurred to me that Mr. Day would be able to give me some information, as he owned part of the land. Major Barnard told me that Day had called at his office, before he had received instructions in relation to selling his property to the government, and that he had then told him that he did not know anything about it. I went to Mr. Day, and found he was engaged with a gentleman, and from the conversation, I judged it was Weissman; I stepped up and asked whether he was Mr. Weissman, and he replied that he was. This was early in March; it must have been immediately after the appropriation passed, and Major Barnard had received his instructions. I had quite a long conversation with Mr. Weissman as to the price he valued his land at, and found it rather difficult to get him to the point. I gave him to understand that it was not certain that the government would take his land; that there were other points which might answer the purpose, and that my object was to find out what the value of each was, so that the department might decide between them. His first intimation as to the price he valued his property at was, that he wanted $1,000 an acre and his improvements paid for. I told him I wanted him to fix upon a defi-

nite sum, and he finally said that he would take $120,000 for the land, including the improvements.

Question. How many acres?

Answer. That was uncertain; my impression was that there were 120 acres. It included all outside of the creek, a sort of peninsula, except the plot he had sold to Mr. Day.

Question. Your impression is that he said it was 120 acres?

Answer. Yes, sir. He said that the original deed gave 150 acres, more or less; and Mr. Day told me that his plot overran, and he found he had a greater number of acres than he thought he had bought. His impression and my impression was, that it would overrun the original estimate.

Question. That was 120 acres?

Answer. I am not sure; it might have been 111 or 112. Mr. Day would not make any proposition at all that day; he would not say what he would sell his plot for, but said that he would make up his mind and write me a letter submitting a proposition.

Question. Did Mr. Weissman know that you were acting on behalf of the government?

Answer. Yes, sir; he did.

Question. And Day, also?

Answer. Yes, sir; I made no secret of the matter. I told him I was acting on behalf of the government. I then went to Mr. Cryder, who owns the opposite point, Cryder's Point. I told him that the government was about building a fort and might want his point. He said that he had made great improvements on it and did not want to sell; but that he supposed the government had the power to take it if it wanted it, and that he would not throw any obstacle in the way; all he would want would be a fair price for the land.

Question. How many acres had he?

Answer. I think seventy-five, or about that. I asked him what he thought would be a fair price, and he said $1,000 an acre. He told me that he had offered to sell plots to particular friends who wanted to build out that way, and I think he said that he had sold to Mr. Stewart Brown at that rate. He wanted $1,000 an acre, and the improvements paid for; but, said he, we shall have no difficulty about that, if the government decide to take it. I think this was on the same day I saw Weissman, or the next day after. Mr. Cryder acted very gentlemanly, indeed, and I was very much pleased with my intercourse with him. He offered to loan the map of his original purchase, which included Brown's plot, and to allow me to take a copy of it; and invited Major Barnard and myself up to look at his property. From Mr. Cryder I went up to see Mr. Brown, who was quite alarmed when he heard that the government might select Cryder's Point. He said he had just put up a house which had cost him $25,000. I told him that if Cryder's land was taken the government would feel under the necessity of taking his also, to which he replied that he hoped they would not, because it would ruin his place. He was quite alarmed, and went down to see Cryder about it.

Question. Did Mr. Cryder tell you what his improvements cost?

Answer. I think he said that his house cost some $25,000 or $30,000.

Question. What was the extent of Stewart Brown's property?

Answer. I think thirty-four acres. Mr. Cryder originally purchased 115 acres. I then called on Mr. Haggerty, whose place adjoins Cryder's, and saw his son, young Mr. Haggerty, and he said that his father, who is very old, would be in the city during the next week; that he would be very anxious to see me, and made an appointment to see me the next day. I went to the old gentleman, who told me that he did not care about selling, but would throw no obstacles in the way if the government wished to buy, and that he would sell his entire plot at a reasonable price. He said that he thought $1,000 would be a fair price.

Question. What were the improvements on his place?

Answer. He has no improvements of any account?

Question. How many acres had he?

Answer. I think 115, but am not positive. He said the ruins of an old fort were still in existence on his place, near the line of Mr. Cryder's.

Question. Were you on the property?

Answer. No, sir; Major Barnard went out. I saw Lawrence, and made an appointment with him for Major Barnard to go out a day or two after. Haggerty said that he did not want to sell, but that he would throw no obstacles in the way. He had not improved his place much; his family went down in the summer, and stopped at the old farm house. These places are a mile nearer the city of New York, and more immediately opposite Fort Schuyler than Wilkins' Point. Cryder's Point is more directly opposite Fort Schuyler than Wilkins' Point, and it was my impression would answer as well, if not better, the purpose for which government wanted land in that vicinity. Major Barnard, however, did not think so. He said there were some advantages at Wilkins' which could not be had at Cryder's. I informed Major Barnard of all the conversations I had upon the subject.

Question. What was Major Barnard in favor of doing?

Answer. In favor of purchasing Wilkins' Point.

Question. At the price?

Answer. No, sir, not at $120,000. We made up our minds that a fair price to give Mr. Weissman was $100,000.

Question. Did you offer that?

Answer. No, sir; we never got authority to do so.

Question. Describe your next interview with Weissman?

Answer. I had four, five, or six interviews with Weissman. He came into my office quite often, and we had considerable conversation about it. He is a German, and it is very difficult to understand him. He brought me a map of his plot, and discussed the question over and over again for an hour at a time. Major Barnard never saw Mr. Weissman.

Question. Was Mr. Weissman anxious to sell?

Answer. Yes, sir; he was desirous to sell.

Question. Did he inform you that this property had been in the market for sale for several years?

Answer. No, sir.

Question. What was the result of your interviews with Weissman?

Answer. That this definite offer of the property at $120,000 was made to me. It was not in writing, and of course not binding upon Weissman.

Question. Did he give you until a certain day to accept it?

Answer. No, sir; but he told me that he had made a contract to sell to Irving, if he did not sell to the government before the 1st day of April. I think Major Barnard saw the contract on the day on which it was made at Lawrence's, and told me that it was made, and asked me whether I thought it was made in good faith. I told him I did not know anything about it.

Question. Mr. Weissman told you that he had made a contract to sell to Irving, if the government did not take the property before the first of April?

Answer. Yes, sir.

Question. For how much?

Answer. For $130,000, I think.

Question. Did he call on you before that time, and seem anxious that the government should take it at $120,000?

Answer. Yes, sir; he was very anxions. He called on me on several occasions, and I informed Major Barnard of it.

Question. Why did not Major Barnard close with him?

Answer. I understood Major Barnard to say that the engineer department thought the price too high. I thought then that the government committed a blunder in not taking it for $120,000, or as much less as we could have gotten it for.

Question. Please give the committee a history of the act of condemnation which was passed by the legislature of New York.

Answer. Major Barnard told me that he had received instructions from the department to have an act of condemnation passed, and I advised him that the United States district attorney was the proper person to apply to to have it drawn up, and that if, when he had it drawn, he would send it to the member from Queens county he would attend to it. I went to McKeon myself, and asked him to make a draught of such an act, and he referred me to Joachimsen, his deputy, who told me that he would make the draught. I think I asked him who the member for Queen's county was, and he told me David Floyd Jones. I called two or three days afterwards, got the draught, and gave it to Major Barnard.

Question. What time was this?

Answer. About a week or two after my interview with Weissman, Major Barnard told me that he had sent the draught up to Albany, but that he had received no answer from Jones, and that he had received instructions from Albany; that he did not want to go, but that ne would be obliged to; and finally he went, and, on his return, told me that the act would be passed; that he had seen Mr. Jones and one or two members he knew, and that the act would go through without any difficulty. One or two days after he told me that he understood the act had been passed.

Question. Was it not with a view of having the property condemned that the department at Washington requested Major Barnard to have the act passed?

Answer. The object was, as I then understood it, that they might make up their minds. An act had to be passed to cede jurisdiction, and it was just as well to include an act of condemnation. The act did not refer to this point particularly, but to any land the government might purchase thereabouts.

Question. Did you not understand, at the time, that Major Barnard, General Totten, and the engineer bureau here, considered the price asked by Weissman exorbitant, and thought it best to have a jury to assess the value of the property under this act?

Answer. I understood not exactly that they thought so, but they inquired whether we did not think so.

Question. They inquired whether Barnard and you thought so?

Answer. Yes, sir.

Question. Did you communicate?

Answer. I did not, except through Major Barnard. I told him that, so far as I could learn from persons living out in that neighborhood, my impression was that a jury would not award over $120,000, and possibly might not award over $100,000, though I did not think they would go under that.

Question. You were never on this property?

Answer. No, sir. Major Barnard went out, but I was engaged, and could not go with him.

Question. While you were negotiating on the part of the government, did any person other than Weissman call upon you in relation to the matter.

Answer. Yes, sir; Mr. Van Blankensteyn called and told me that he was the trustee of Mrs. Weissman. I had already ascertained that Weissman did not own the property; that it was owned by his wife, but all my negotiations were with Weissman. Mr. Van Blankensteyn called on me to see in what state the negotiations were, and whether the department would probably take Wilkins' Point or Cryder's Point; and another gentleman called on me and told me that he was the trustee of Mrs. Cryder; that Cryder's Point was in her hands, and that she was anxious to sell. Cryder was not anxious to sell at first, but afterwards his firm got into difficulty, and I do not think he would have objected to sell.

Question. Did any other person call on you?

Answer. No, sir; not that I remember; but I conversed with thirty or forty people in regard to the matter.

Question. In one of his letters to the engineer bureau, Major Barnard stated that speculators were after the property, and that they had called on you; do you remember it?

Answer. He must have been mistaken. It was a mere supposition that speculators were after the property, based upon the fact that Weissman had made that contract.

Question. Did you ever have an interview with either of the Mr. Schells in relation to this property?

Answer No, sir; I never saw them in relation to it. I know Mr. Augustus Schell, but I do not know Richard Schell.

Question. Did he call on you and have any conversation upon this subject?

Answer. I never exchanged a word with him on the subject. I never spoke to Richard Schell.

Question. Do you know John C. Mather?

Answer. No, sir.

Question. Did you ever have any conversation with Mr. R. W. Latham on the subject?

Answer. No, sir; I do not know him. I never heard of him.

Question. Do you know Mr. Irving?

Answer. I know him now, but I did not know him at the time.

Question. Did Irving ever call upon you?

Answer. No, sir.

Question. Did Weissman, after concluding the sale with Irving, ever have any conversations with you?

Answer. Mr. Weissman called on me on the last day of the month, to know the result; and I told him that we had no authority to buy from him, and that the matter was at an end, so far as we were concerned.

Question. Were you ever approached, or any attempt made to bribe you, in order to influence you in the part you took in this transaction?

Answer. No, sir; we were in hopes that the department would telegraph Major Barnard on the 31st of March, and give him authority to make a definite offer; and Mr. Weissman called on me on that day, but no telegraph came, and in the afternoon I told Mr. Weissman that the matter was at an end, so far as we were concerned; that the department considered the price too high, and that they preferred to take the land by valuation under the act of condemnation. He then asked me what I thought he had better do; whether he should close the matter with Irving. I told him that I did not know why he should not; that he would certainly get his advance of five or ten thousand dollars—I do not recollect which it was—and that he would not be any worse off. That closed my intercourse with Mr. Weissman.

Question. Do you know Mr. Prosper M. Wetmore?

Answer. Yes, sir; I have known him a good many years.

Question. When was he informed of this negotiation?

Answer. I think I met him in the street, and knowing that he was in the habit of boarding up in that neighborhood, I asked him who were the owners and what was the value of the land.

Question. When was this?

Answer. This was early in the negotiation.

Question. What reply did he make?

Answer. My impression is, that he said land was extremely high there. I told him that from what I could learn it ought to be bought for $800 or $1,000 an acre. Oh, no, said he, you cannot buy for such a price; land is worth more. I told him that I wanted to ascertain about it for the government.

Question. Did you tell him about the appropriation?

Answer. I told him that I was inquiring in consequence of the appropriation having been made.

Question. Had you any other conversation with him about it?

Answer. I do not recollect having had any definite conversations

with him. I met him constantly, and we generally had some talk about Wilkins' Point.

Question. Did he tell you that he was stopping up at Mr. Irving's?

Answer. No, sir. I knew that he had been in the habit of doing so, and that he had been there the previous summer.

Question. Did Mr. Wetmore, subsequent to this, take any part in the negotiations for the sale of this property?

Answer. Not that I know of. I never had anything to do with him.

Question. Did you ever understand from him, after Irving purchased the property, that he was interested in selling it to the government for Irving?

Answer. No, sir.

Question. Do you know anything about this transaction in any way after your negotiations terminated?

Answer. No, sir; after my negotiations terminated I had nothing else to do with it, and know nothing about it except what I saw in the papers.

Question. The conversation between Wetmore and yourself, to which you have alluded, was before the first of April?

Answer. Yes, sir; it was some time before that, and I think about the time I first commenced making inquiries. When I commenced I was entirely in the dark; I did not know who the owners in the neighborhood were, or what the value of the land was. I called on Mr. Grinnell, who owned land near there, and he told me that he had ten acres on College Point, four or five miles nearer New York, and had offered to sell to a friend at $3,000, but that he did not know that he would be willing to sell to the government for that price.

Question. His property was no site for a fortification?

Answer. Yes, sir; that point was mentioned; the ten acres would have been enough for the fortification.

Question. Have you been informed at the engineer bureau whether the property at Wilkins' Point has been surveyed?

Answer. Yes, sir; Captain Wright told me.

Question. How many acres did he tell you were in the plot?

Answer. 95. I expressed my surprise at the quantity of land falling so far short from what I supposed it was by an examination of the maps, which represented it as being 111 or 120 acres. The size of the place seemed to me to be a particular advantage, with the creek, which isolated the whole property, and gave those in charge the entire and uninterrupted control of it; there being no excuse for persons landing there, or making it a thoroughfare.

Question. When you made application to Weissman, did you tell him that you wanted the property for the government, and did he make a formal offer to you, which you took under consideration, he calling upon you frequently, of his own motion, to ascertain whether the government would accept his offer?

Answer. Yes sir; he seemed very desirous, for some reason, that the government should buy it rather than Irving.

Question. The government had until the first day of April to accept it?

Answer. Yes, sir.

Question. And if the government did not buy it previous to the first of April, then his contract with Irving was to go into effect?

Answer. Yes, sir.

Question. Was the engineer bureau of the government informed of this?

Answer. Yes, sir; I informed Major Barnard, who informed the engineer bureau.

Question. Did Major Barnard tell you why the engineer bureau refused to take Weissman's offer?

Answer. He told me that they considered it too high.

Question. Did they say anything in relation to the price of other property?

Answer. No, sir; I do not think they did.

Question. Did they say anything of Cryder's Point?

Answer. That was thrown out as a feeler, merely to create the impression that we might take some other point and prevent Mr. Weissman from thinking that we would have to take his point, and that he could charge us any price for it.

Question. Did you offer Weissman $100,000 for his property?

Answer. No, sir; I never made him a definite offer. I had no authority.

Question. Your inquiries were merely to ascertain what the property would sell for?

Answer. Yes, sir.

Question. And Weissman said he would take $120,000 for it if the government purchased before the first of April?

Answer. Yes, sir.

MARCH 5, 1858.

GILBERT HICKS, sworn.

Question, (by the Chairman.) Where do you reside?

Answer. Flushing, Queens county, New York.

Question. How long have you lived there?

Answer. Twelve years.

Question. Have you resided all your lifetime in Queens county?

Answer. Yes, sir.

Question. Are you familiar with property there?

Answer. Yes, sir.

Question. Are you the owner of property there?

Answer. I am, and have been for twenty years.

Question. Do you consider yourself a judge of the value of property there?

Answer. I do.

Question. Do you know the property purchased for the government at Wilkins' Point?

Answer. Yes, sir; I am well acquainted with it.

Question. What did you consider a fair valuation of that property, for private purposes, in April last?

Answer. $500 an acre would be the furthest extent.

Question. For private or public purposes?
Answer. For either.
Question. Would it be worth that for farming purposes?
Answer. That is a fair valuation for any purpose.
Question. Do you know how many acres the government purchased?
Answer. About 80.
Question. Was this property in market before the government purchased it?
Answer. It was
Question. For how long?
Answer. For three years.
Question. Did you know the owner of it, Mr. Weissman?
Answer. Yes, sir.
Question. Do you know what price he held it at?
Answer. I do not.
Question. Do you know the property at Cryder's Point; and how far is it from this?
Answer. I do; it is about a mile.
Question. It is between this property and Whitestone?
Answer. Yes, sir.
Question. Do you or not consider that as good for fortification purposes as this?
Answer. I think it fully as good, may be better.
Question. Is it nearly opposite?
Answer. The channel runs nearer Cryder's Point than Wilkins' Point.
Question. Was the property at Cryder's Point for sale?
Answer. It was. It has been for sale for two years back.
Question. Do you know how many acres there are in it?
Answer. I do not.
Question. Do you know what was asked for it an acre?
Answer. About five hundred dollars an acre The collector has the selling of it—Henry S. Hover; and I think he told me it would sell for five hundred dollars an acre.
Question, (by Mr. Hopkins.) In the estimate of five hundred dollars an acre, do you include the improvements upon the property?
Answer. I do; I do not think that it is worth anything more. The fences have gone down; the land has gone down; I do not think that the improvements upon the land would make it worth any more.
Question, (by Mr. Hall.) How much do you think the improvements were worth altogether?
Answer. About eight thousand dollars.
Question, (by the Chairman.) Is it a good or a poor house?
Answer. It is a very poor house. I know that in the first contract the man failed, and Mr. Weissman had to pay four thousand dollars to get it finished. Eight thousand dollars is every cent the improvements are worth.

Wm. H. Wilkins, sworn.

Question, (by the Chairman) Where do you reside?
Answer. In the town of Northampton, Queen's county, New York.

Question. About how far from Wilkins' Point?

Answer. About four miles. I live in sight of it.

Question. You own property in that county?

Answer. I do; both in North Hempsted and Flushing.

Question. How many acres?

Answer. One hundred and twenty-seven in North Hempsted, and eighty in Flushing.

Question. When did you purchase your property in Flushing?

Answer. Last April.

Question. How much did the property that you purchased in both places cost you?

Answer. Thirty-two thousand seven hundred dollars.

Question. Are you acquainted with the value of real estate in Flushing?

Answer. I am.

Question. Do you know this property at Wilkins' Point?

Answer. I do.

Question. What do you think it is worth for private speculating purposes?

Answer. It would be worth probably $400 per acre.

Question. What is the character of the improvements upon the property?

Answer. There is a dwelling-house. I have never been in it. I cannot say how good a house it is. The fences are in poor order, and the land is not in any good condition of cultivation. There is not much fence on it.

Question Has the property for some time past been held for sale, to your knowledge?

Answer I have heard so.

Question. Has that been the understanding in the neighborhood of Flushing?

Answer. I have heard talk in Flushing that it was for sale.

Question. Have you heard from any one connected with the property what it was worth?

Answer. I heard one person, who lived on the other side of the creek, near a place called Saddle Rock, say that it was for sale, and the price was $35,000. I thought that it was cheap.

Question. When was that?

Answer. January or February, I think, 1857.

Question. Can you give me the name of that person?

Answer. I cannot. I could get his name.

Question, (by Mr. Wood.) You say that this property was in market for $35,000?

Answer. Yes, sir.

Question, (by Mr. Hall.) You are familiar with the value of land in that vicinity?

Answer. I am.

Question. What is your occupation?

Answer. I am a farmer, in Queen's county.

Question. Suppose this property were taken, as is often the case,

for public uses, and you were on a jury to assess damages, what would be the value you would attach to it?

Answer. I do not think over $400 an acre. I think that would be a very large price for it.

Question. How long have you known this property to be for sale?

Answer. I heard that it was for sale in 1857.

Question. Have you ever seen a map or plat of it?

Answer. I have not.

Question, (by the Chairman.) Have you had occasion to inquire the value of property in Flushing, growing out of a desire to purchase?

Answer. Yes, sir; property upon the water brings a larger price than property which is back of it.

Question. Andrew H. Mickle has property near this; what did he pay for it?

Answer. $10,250 for 100 acres. It fronts on the bay, and runs back to the road. When he purchased it, it was in a high state of cultivation. That was about 1850.

Question. Is any property in the vicinity of Wilkins' Point worth over $500 an acre?

Answer. None that I know of, unless some small plats with very fine improvements upon them.

A. G. Silliman sworn.

Question, (by the Chairman.) Where do you reside?

Answer. Flushing.

Question. How far from this Wilkins' Point property?

Answer. About three miles.

Question. How long have you resided in that township?

Answer. I was born there, and have resided there all my life.

Question. Are you acquainted with the farms and their owners throughout the township?

Answer. I am.

Question. And the value of the farms?

Answer. Pretty well.

Question. Have you held an office that would make you familiar with those things?

Answer. I have been a magistrate there for six or seven years. I have sworn the assessors and examined their books; have supervised the books, carried out the amounts, calculated for them, &c.

Question. Do you consider yourself well acquainted with the value of property in that township?

Answer. Yes, sir.

Question. Do you know this property which Mr. Weissman sold to the government?

Answer. Very well.

Question. What was it worth in April last for speculating purposes—that which the government bought?

Answer. By some it would be considered the best, and by others it would not. I think about $500 an acre would be a very large price for it.

Question. Is the portion purchased by Day worth as much as the other?

Answer. As I have said already, some would prefer the high ground to that location.

Question. How with yourself?

Answer. I think I would prefer that to what the government bought.

Question. Do you know how many acres the government purchased?

Answer. Something over eighty acres.

Question. Do you know the property adjoining this?

Answer. I do. Allow me to explain. Property there was held by persons retired from business and who did not care to sell. They put a fictitious value upon their property. It was divided up for small residences for retired merchants. There were gunning, fishing, fine clams, and oysters there. They put the price up high; they did not want to sell.

Question. What is the general price it is held at along there?

Answer. It varies in regard to location. It would not average $500 an acre, and some, on account of the residences, you cannot buy for $1,000 an acre.

Question. Has this property been in market?

Answer. It has been in market ever since Mr. Weissman owned it.

Question. Have you seen maps of the property?

Answer. I think I have. I have a map of a part of it. I have not a large map like this one which is upon the committee's table; I am not sure that I have. It frequently becomes necessary to refer to maps to get boundaries. I think I have seen a map similar to this, if I have not one of them myself?

Question. If this property had been in market, would it have sold for as much in 1856 as in 1857?

Answer. That would depend somewhat on circumstances. If there was a forced sale, I do not suppose that there would be a great deal of difference. Our property is peculiar; it is held by rich people.

Question. Was property selling for as much in April, 1856, as in April, 1857?

Answer. It was.

Question. Do you know Mr. Weissman, who owned this property?

Answer. I have done some business with him.

Question. Did you learn from him that this property was for sale?

Answer. Not directly.

Question. Do you know anything about the circumstances connected with the negotiations between him, Irving, or any other party, and the government in relation to this property?

Answer. Not directly; not from any of the parties. I have talked with the government officer. I have conversed with Captain Foster, who was there in charge, about the way in which the thing was got up. It was generally supposed that there had been collusion between the parties. I do not speak positively, but that was the general impression.

Question. Do you know the property at Cryder's Point?

Answer. I do. I do not know how many acres there are in it.

Question. Is it, in your opinion, as good a position for fortification purposes as Wilkins' Point?

Answer. Well, I will give my opinion about that. I always have believed that that point, Wilkins' Point, which was purchased by the government, that in case of difficulty, all the government would have to do would be to take possession of it and throw up what are called earthen works, or an earthen redoubt. That I think would do all the service that it would be necessary for the government to do. Of this I have been confirmed, in my own mind, since the trial of earthen works at Sebastopol. This is very high ground. It overlooks Fort Schuyler. It never can be reached by a ship. It would be very hard for a ball to enter the earth to any distance.

Question. What is the depth of water there?

Answer. It runs off very flat. The channel is way over near the fort.

Question. What is the depth at Cryder's Point?

Answer. I think the water is deeper. I cannot be positive, although I have gunned and fished there.

Question. Was the property at Cryder's Point in market for sale?

Answer. I do not think so. Not to my knowledge. The assessors' books held this property at $28,000 or $30,000. We put it up high—fully two-thirds.

Question, (by Mr. Hall.) If this property were taken for public uses, and you were on a jury to assess damages, what would you say was its value?

Answer. I would be willing to be liberal then. I would, under those circumstances, be willing to allow $500 an acre.

Question. What would be the process in your mind to make that estimate—the value of surrounding property, the price at which it had been sold, and so on?

Answer. What it had been sold for would not control me. There has never been any fences upon this property. He has done nothing to it. He put up a house which will last only for a little while. He has been badly shaved in that house. The land is not improved at all. He has never manured or cropped it. I consider $500 an acre its full value.

Question, (by the Chairman.) You leave a margin?

Answer. Yes, sir.

Question. What do you consider the worth of the improvements upon that land, the improvements put there since Mr. Weissman owned it?

Answer. I would rather have it when Mr. Weissman bought it than when it was sold to the government.

Question. What is the value of the improvements?

Answer. The land, in my judgement, has depreciated for agricultural purposes. The fences and improvements cost probably $8,000 or $9,000. The barn is of no consequence.

Question, (by Mr. Hopkins.) Do you know of any land fronting the water which could be now purchased for $500 an acre?

Answer. Yes, sir; some was sold there the other day—land upon the bay. Mr. Mickle bought it for his son; 12 acres; pretty high land; looks up the bay. It would not be fit for fortification purposes, like this land. The 12 acres sold for $4,000, water privilege and all.

Question. Is the water deeper there than in front of the government property?

Answer. It is not.

Question. Is the land in a better state of cultivation?

Answer. It is about the same. It has been neglected.

Question. What would be your estimate of the difference of value of land fronting the water and land back of it?

Answer. We consider it, for the purpose of residence, worth probably 25 per cent. more where it fronts on the water than where it is back and adjoining. The difference too, would depend upon the boldness of the water. This would never be fit for landing unless docks are built out, except one place where, they could make a way for a small craft.

MARCH 4, 1858.

CHARLES A. WILLETT, sworn.

Question (by the chairman.) Where do you reside?

Answer. Flushing, New York.

Question. How far from this Wilkins' Point property?

Answer. About three miles.

Question. What is your business?

Answer. I am in the lumber business.

Question. Do you know this property?

Answer. Very well.

Question. Did you ever own it?

Answer. I did.

Question. When did you sell it, and to whom?

Answer. I hired it. I think I was in possession of it on the 20th of July, 1847. This is my deed to Jno. De Ruyter.

Question. Did you live there all your life?

Answer. Ever since I can remember, except while I was at boarding school.

Question. You are well acquainted with the value of this, and property in the neighborhood?

Answer. Yes, sir; I think so.

Question. Was the consideration of $35,500, expressed in that deed, the consideration for that property?

Answer. It was.

Question. You sold it the 15th of December, 1852?

Answer. Yes, sir.

Question. How many acres?

Answer. The deed says 152 acres, more or less. I think that is very nearly correct. It includes all that point. The property has been in the family some thirty years.

Question. This property is on the point and fronts the river?

Answer. Yes, sir.

Question. Is the land Day purchased worth as much as the other parts of the farm, in proportion to its extent?

Answer. The front land, down to the point, is what I have always

considered the best building spots on the place. Here, where there is salt meadow, it would not be worth as much.

Question. Taking the whole land together, is Day's piece worth as much relatively as the other part?

Answer. I think it is.

Question. You sold to De Ruyter; to whom did De Ruyter convey it?

Answer. I do not know.

Question. Is the property fenced?

Answer. It is not.

Question. Is it improved?

Answer. There is no improvement on it; I had the farm, and rented it out from year to year.

Question. Was a house put upon it since you sold it?

Answer. There is a house built by some parties, whether by Ruyter, Van Blankenstein, or not, I cannot say.

Question. What style of house is it?

Answer. It is a nice style of house.

Question. Brick, stone, or wood?

Answer. It is a frame building.

Question. What is it worth?

Answer. May be $6,000 or $7,000; it may have cost more.

Question. Have you been in the house?

Answer. Never.

Question. Have you been on or near this property within the last year?

Answer. We rode about it when we were making out the assessment list.

Question. You are an assessor of the town of Flushing?

Answer. I am; that is the only time I have been about the property for a year; I have sailed in front of it.

Question. What was this property assessed at?

Answer. In the last assessment at $25,000.

Question. That included Day's?

Answer. It included all; I hardly remember, though; it was divided up about that time; whether Day's was included, I cannot speak positively.

Question. What is the usual rate of valuation made by the assessors of Flushing?

Answer. We cannot very well get at it. We assess at two-thirds where we have any data to go on; perhaps a little more than two-thirds.

Question. Do you consider yourself a judge of the value of this and other property?

Answer. I have been an assessor there for three years; I have not dealt in property since I sold this; I presume that I am a judge of the value of property there.

Question. What do you consider this property worth, all, inclusive of Day's 26 acres?

Answer. We wanted to leave a margin of from 25 to 33½ per cent. in our assessment.

Question. What do you consider, not as an assessor, but as a judge of property there, was the value of this property in April last?

Answer. I have no good reason to believe that it is worth any more now than when I sold it. The property has been in the market ever since. All Mr. Weissman has sold is the piece to Day.

Question. The property has been in the market ever since you sold it?

Answer. I think so.

Question, (by Mr. Hall.) Was it the general understanding in the vicinity that this property was for sale?

Answer. Yes, sir; that was the motive in getting out a map dividing it up into house lots.

Question. Have you ever before seen a map like this?

Answer. I have. I remember when it was made out.

Question, (by Mr. Wood.) Suppose your attention had been called to that property in July last, what offer would you have made for it?

Answer. My attention was called to it, about July last, in arranging the assessment books. It is very hard to put a valuation upon a fancy place.

Question. There is a price in your mind which you would have given for it; what is it?

Answer. I did not want the property; but I would not, as a speculation, give for it more than what I got—not as much as what I got. I mean that I would not give that much for the whole of it.

Question, (by the Chairman.) Did property sell as high last April as when you sold it?

Answer. I think it did. Property has been very dull, and has gone down there within two years. Then it may have gone up in a larger ratio from the time I sold it. That increase may have been greater than the decrease.

Question. Of your own knowledge, has Mr. Weissman had this property in the market for the last three years?

Answer. It has been in market.

Question. Do you know this from Mr. Weissman?

Answer. I cannot remember; Mr. Weissman and myself may have had some words when we met as to the sale of property.

Question. When did you see Mr. Weissman last?

Answer. We have had several conversations on the boat or in the cars.

Question. Within two years?

Answer. Perhaps once or twice.

Question. Mr. Weissman was in possession of this property at the time?

Answer. Yes, sir; I remember going to town one morning in the cars; Mr. Weissman, I understood, had been offered some $600 or $700 an acre for some of his land. I saw Mr. Weissman in the cars; I told him that I understood he had an offer for that property. I understood that he had refused it. He asked me: Do you or any of your friends want to buy that property at that price? Whether it was a *bona fide* offer or not I do not know.

Question. What did you think of it?

Answer. His asking me whether I wanted to buy it for that, made me suppose that it was a bogus offer got up for effect.

Question. About what time was that?

Answer. Whether last summer or the summer before last, I do not recollect.

Question. Was this property, August, 1856, worth as much as in April, 1857?

Answer. I suppose it was; but property was not selling so readily in 1857 as in 1856. The property around Flushing is owned by men, who, if they do not get their price, let it remain.

Question. Considering the value of adjacent property and the price at which it is held, what is a large price for this per acre, taking the quantity purchased by the government?

Answer. 50 per cent. added to what I sold it for per acre would be a large round price; that is, including the whole.

Question. What was the property worth in April last, taking all the outhouses, fences, &c.?

Answer. The fences were not worth as much as firewood. All that was worth anything was Mr. Weissman's house.

Question. At a liberal allowance, what were the improvements worth?

Answer. $10,000 or $15,000 would be a very liberal allowance. Outside of the house, I do not think the other improvements were worth anything.

Question. What is the depth of water in front of this property?

Answer. At low water mark it is bare.

Question. Is the channel nearer the Fort Schuyler side?

Answer. It is on the Fort Schuyler altogether.

Question. How near could a vessel-of-war approach this land?

Answer. She could not get near any of the property except, perhaps, the point to the north. How near she could get there I never ascertained.

Question. How far do the flats extend from the shore?

Answer. I could not tell. The bay is flat all the way across. I do not think there is 20 feet of water there anywhere.

Question. Do you know anything of the sale of this property by Irving?

Answer. I do not know any of the facts about it.

Question. Has Mr. Irving or any other party conversed with you on the subject?

Answer. They have not. Mr. Wetmore, (Wm. C. Wetmore,) told me when he thought the money would be ready. He paid me.

Question. When was this satisfaction price, dated 3d August, 1857, paid?

Answer. It was paid somewhere about the first of August; I cannot say as to the very day.

Question. Was it earlier or later than the 1st of August?

Answer. It was paid the day the satisfaction price was acknowledged.

Question. Who paid you?

Answer. W. C. Wetmore.

Question. How much?

Answer. $8,000. It was a balance of the original purchase money; my mother had a mortgage.

Question. Was that paid?

Answer. Both were paid the same day; one at New York, the other at Flushing.

Question. Who paid it at Flushing?

Answer. Mr. W. C. Wetmore. I presume hers was paid by him; I knew that mine was.

Question, (by Mr. Hall.) This map was made for the purpose of hastening the sale of this land, which was in the market?

Answer. I would not like to say that it was; that is my impression; I have seen a map, laying the place out in house lots.

Question. How long ago?

Answer. It may be two or four years ago. I have never had my attention called to the matter before.

Question. Do you think you saw it two years ago?

Answer. I think I have.

Question. Any time within the time you recollect, what do you think would be the outside value of this property?

Answer. As I have said already, 50 per cent. on what I got for it.

Question, (by the Chairman.) There is a piece of land reserved after the sale to Day and to the government; who owns it?

Answer. I understand Mr. Weissman does; he reserved the gate lot. I will not be positive that he owns it.

Question. How much is in the gate lot?

Answer. Nine or ten acres.

Question. Do you know where Cryder's Point is?

Answer. Yes, sir; it is off perhaps three quarters of a mile. It is on the Queens county side.

Question. Do you know how many acres there are in it?

Answer. I do not.

Question. Do you know the value of that property? What could it have been purchased for any time during the last year?

Answer. I do not know.

Question, (by Mr. Hall.) Suppose this property at Wilkins' Point should be taken for public uses and you were on the jury to assess damages, what value would you attach to it?

Answer. My impression at the time was, that Mr. Weissman would get $75,000 or $80,000 for it.

Question. Would you agree to make an award of that sum after the appropriation by Congress?

Answer. Perhaps.

Question. But suppose there was no appropriation?

Answer. If I should go to appraise it, I should not appraise it more than 25 per cent. higher than the price upon the assessment roll; that is, if I were bound by the same obligation that I am in making the assessment roll. That is the price at which we would appraise it to pay a debt.

Question. Has Mr. Weissman spent anything in manuring and improving the condition of the land?

Answer. I do not think he has spent a dollar.

Question, (by Mr. Hall.) Did Mr. Weissman have this place as a residence, or was it only a summer resort?

Answer. I think he was there one or two winters.

MARCH 15, 1858.

The committee met at 10 o'clock. Present—The Chairman, (Mr. Haskin,) Mr. Wood, and Mr. Hall.

WILLIAM TURNER, sworn.

Examined by the Chairman:

I reside near Flushing, Long Island, and within a few miles of Wilkins' Point. I am familiar with the property there purchased by the government for fortification purposes. I am also familiar with Cryder's Point. I called at the engineer bureau here about the middle of March, to ascertain what was being done with the appropriation made for the commencement of a fortification opposite Fort Schuyler. I considered Cryder's Point a good site for the fortification, and I offered to sell it for $120,000. I had authority to sell it for that sum, and could have sold it for less. The Wilkins' Point property was owned by Mr. Weissman, who lived upon it, and who had it in the market for sale for several years. He had it mapped out in plats for villa sites, and some of these plats were a great deal more valuable than others. I know that part of the Wilkins' Point property which Mr. Henry Day purchased from Mr. Weissman. It is taken out of the best land in the place, and I consider it as valuable as any other part of it. I know nothing of the facts and circumstances connected with the sale and purchase of this property by the government except from rumor. The whole tract, laid out in plats, as it was in April, 1857, was worth, in my judgment, from $400 to $800 an acre. Since the goverment purchased this property I have called on Mr. Collector Schell, but have had no conversation with him in reference to the sale of this property to the government. Since the sale of the property to the government I purchased a small lot, not a quarter of an acre in extent, out of the Weissman farm, or adjoining it. I purchased it for public purposes, to erect a store upon it.

C. P. LOWEREE, sworn.

Examined by the Chairman, (Mr. HASKIN:)

I reside in the village of Flushing, county of Queens, New York. I keep a store there; and sometimes act as a real estate auctioneer and agent. I have known the Wilkins' Point property, owned by Mr. Weissman, all my life. I had a mortgage upon it, which was paid off in July, 1857. The property was purchased by Mr. De Ruyter of Mr. Willetts in 1852; it then contained 152 acres, and Mr. De Ruyter paid $35,500 for it. I have known Mr. Weissman for several years; he is the son-in-law of Mr. De Ruyter. He had the property

laid out in villa sites and mapped, and had it in the market for sale, I think, from the time he purchased it down to the time he conveyed it to Mr. Irving. The property was assessed, by the assessors of Flushing, at $28,000; but they do not assess property at more than two-thirds its value. I consider the property worth about $500 an acre, taking the whole together. Some pieces of it are worth more than others, in consequence of their having water fronts and commanding positions. There is considerable low land in the rear portion of the property. I know Cryder's Point; it is nearer New York, and there are finer improvements upon it than upon the Wilkins' Point property. I do not think the land was improved during the time Mr. Weissman owned and occupied it. The fences around it were not worth anything, but the house was a pretty good house; it was built by Mr. Weissman and cost about $8,000; the barn and fences could not be considered worth much. (The satisfaction piece of mortgage was here shown witness.) This is the satisfaction price which I gave when the money was paid to me in satisfaction of the mortgage. The money was paid to me by William C. Wetmore, who called on me at Flushing, and gave me a check for the amount on the 3d day of July, 1857; property did not sell as readily in the spring of 1857 as in the spring of 1856, nor did it bring any more in the market. I do not know who were the parties interested in the sale of this property except from rumor.

SIMEON DRAPER, sworn.

Question. Where do you reside, and what is your business?

Answer. In the city of New York. I am a commission broker and real estate auctioneer.

Question. Do you know property on Willett's Point, Long Island, purchased by the government?

Answer. I do.

Question. Have you at any time, and when, had that property offered to you for sale, and by whom, and under what circumstances? Please state all you know in relation to it.

Answer. The holder of the property two years ago made application to me to sell the property?

Question. His name?

Answer. Mr. Weissman. I was not able to find anybody to buy it. Nothing transpired between him and myself, except he offered to sell the property.

Question. To whom did he want to sell the property?

Answer. To whoever would buy it. The idea then was to make country seats out of it. He asked, I think, at that time some five or six hundred dollars an acre for the whole concern.

Question. Do you recollect how many acres?

Answer. I think 140 or 150 acres?

Question. He asked that price for it?

Answer. Yes, sir, at that time. Afterwards, there was a movement made in Congress to make a fort on the point, and after that movement he called on me again, and gave me a bond to sell it for $117,000, intending that I should sell it to the government.

Question. That was after the act had passed?

Answer. Yes, sir; I did nothing about it, however, further than write Colonel Fish, asking him whether the government had any idea of buying it, and he advised me that no appropriation had been made for it; that it had been suggested by the heads of departments, and that no doubt an appropriation would be made for its purchase eventually. I held on to the bond for some time, and at length gave it to Mr. Weissman, and he tore it up. That ended our negotiations. I think it was about this month two years ago that he gave me authority to sell to the government.

Question. About what time was it that you returned Mr. Weissman the written offer to sell he had given you?

Answer. After the change of administrations the papers were withdrawn from me and placed in other hands, I suppose.

Question. By Mr. Weissman?

Answer. Yes, sir.

Question. Do you know in whose hands the papers were placed?

Answer. No, sir.

Question. Do you know who the parties are who were interested in the sale of this property to the government?

Answer. Only from accounts of the transaction which I have seen.

Question. You do not know of your own personal knowledge?

Answer. No, sir.

Question. Do you know this property?

Answer. Yes, sir; very well. I know all about it. I did own the other point, consisting of 110 acres, myself.

Question. What did you pay for your point?

Answer. I sold it twenty years ago. The opposite point on Long Island Sound is still further south; it is called Cryder's Point, and was sold ten years ago for $120 an acre.

Question. From your knowledge of the value of the property, what do you consider that this land at Wilkins' Point was worth in April, 1857?

Answer. I suppose the plat of ground could have been had for less than $50,000.

Question. What is your estimate of the value of it in April, 1857?

Answer. I suppose the property as it stood then was worth about $50,000.

Question. That is the whole tract?

Answer. The whole concern, without, of course, considering the government in the matter at all; its desire to purchase it gave it additional value.

Question. Do you mean the 150 acres?

Answer. Yes, sir; the whole property.

Question. What do you consider Cryder's Point was worth in April, 1857?

Answer. I should consider it worth about the same.

Question. The 110 acres?

Answer. Yes, sir; they would have been worth nearly the same.

Question. Is not Cryder's Point considered more valuable than Wilkins' Point?

Answer. Yes, sir; it has always been considered much more valu-

able, because nearer the city and more accessible by steamboat, there being a landing near there; the other is a good distance from any steamboat landing.

Question. How is the water-front at Cryder's Point and Wilkins' Point?

Answer. If my recollection serves me right, the channel makes in nearer Cryder's Point than at Wilkins' Point; the water at Wilkins' Point I think is more shallow; the shore is covered by boulders, the sand having been washed out.

Question. What is your opinion of the value of Cryder's Point for fortification proposed; is it as good as Wilkins' Point or not?

Answer. I never examined it with the view of giving such an opinion; I suppose that probably Wilkins' Point would be nearer the rake of vessels coming around the fort; there was a fort at Cryder's Point, and a part of it still remains there.

Question. That was the redoubt thrown up during the revolutionary war?

Answer. Yes, sir.

Question. Do you know of any facts or circumstances connected with the sale and purchase of this property?

Answer. Nothing at all.

T. S. Draper, sworn.

Question. Where is your residence, and what is your business?

Answer. My residence is New York; I am a broker.

Question. Do you know this property at Wilkins' Point?

Answer. Yes, sir.

Question. What do you know of this property having been for sale?

Answer. There was a party of four who proposed to buy a portion of it some two and a half years ago; my brother William, Charles Clark, H. H. Elliott, and myself. We had an interview with Mr. Weissman on the subject, intending to purchase a portion of it for the purpose of building country residences. He then offered us a portion of it, with a front on the river running down to the water, for $500 an acre, and was anxious to make an inducement to us to purchase, for the sake of improving the property. I have no doubt that we could have selected our sites with water fronts, in ten-acre plots, at $400 an acre.

Question. Was the property worth then as much as it was in April, 1857?

Answer. The property had not been built on except by Mr. De Ruyter, Mr. Weissman's father-in-law. The property was owned at the time by Mr. Weissman's wife, and he was very anxious to sell.

Question. I ask you whether you consider that the property was worth as much then as in April, 1857?

Answer. It was as valuable then for all the purposes we intended using it as it was in April, 1857. Considering the times, the land could not have brought as much in 1857, if it had not been bought by the government. I never knew of there being any rise in the value of the property, and I should not have given more for it at any time

since I proposed buying it, except I had purchased it for speculation at some future time.

Question. Do you know who were interested in the sale and purchase of that property by the government?

Answer. No, sir; I do not. I know nothing about it, except what Weissman told me. He said that Mr. Irving purchased from him.

Question. Do you know Cryder's Point?

Answer. Yes, sir, very well.

Question. What is the value of it compared with Wilkins' Point?

Answer. Cryder's Point is more valuable than Wilkins' Point now, because it has been thoroughly cultivated and improved, and built upon, whilst Weissman's has not.

Question. Is not Cryder's Point nearer the city than Wilkins' Point, and more valuable on that account?

Answer. Yes, sir; and because it is nearer a ferry and got at without much trouble; whilst you have to drive around some two miles from any ferry to get at the other.

Question. Do you know whether or not, after your interview with Mr. Weissman in relation to purchasing this property, he continued to have it in the market for sale until it was purchased by the government?

Answer. I never knew of his withdrawing it from the market. My brother William had more to do with it than I had. He desired to purchase it himself, and carried on all the negotiations with Mr. Weissman.

Question. Did you understand that Mr. Weissman had the property in the market?

Answer. Yes, sir; so far as my knowledge of it goes, I understood that he always had it in the market.

Question. Do you know of any of the facts and circumstances connected with the sale to and purchase of this property by the government?

Answer. No, sir; I do not.

Question. Did you ever have any conversation with Mr. Schell, Mr. Wetmore, or any other person on the subject?

Answer. No, sir; Mr. Richard Schell called on me on Monday last, and told me that he had heard in the New York hotel that I had been subpœnaed to appear before this committee, and asked me what I knew about the matter. I repeated to him what I have testified here.

Question. State the whole of that conversation?

Answer. That is all.

Question. At the time Mr. Weissman made the proposition to you four gentlemen to sell you fourteen-acre plats, at $400 an acre, did he impose any conditions upon you in relation to improving them?

Answer. That was the understanding, although he did not expect us to do it immediately. He knew that if we bought, we did so for the purpose of building first class houses on the property. The usual understanding was had that none of us was to put up a nuisance; that was the condition upon which the point was to be laid out, that

no man who took any part of it should be permitted to erect a nuisance, and interfere with any of the owners.

Question. I thought conditions might have been put upon you to improve the property?

Answer. No, sir; the conditions merely were, that good style houses should be placed upon it. A pig-stye could not have been put upon it, or anything of that kind.

Question. It was understood that he offered you the ten-acre plats at that price, with the view of enhancing the adjoining property?

Answer. Yes, sir.

Question. Did the forty acres he offered you comprise the best part of the property?

Answer. We were left free to select them along the water front, wherever we chose.

Question. Did you not consider these forty acres the most valuable of the whole property?

Answer. There was a swamp running on the back part of the property, and the grounds in rear of the plats we would have selected would have been of very little value.

Question. How many acres were covered with a swamp?

Answer. I do not know.

WASHINGTON, *March* 12, 1858.

Committee met at 11 o'clock. Present—Messrs. Haskin, Hopkins, and Hall.

Major J. G. BARNARD, sworn, examined by the chairman, and testified as follows:

I am connected with the United States army and am stationed in the city of New York. I have charge of all the fortifications in the New York harbor, and have had charge of them since November, 1856. My attention was officially called to the appropriation for the commencement of a fortification opposite Fort Schuyler early in March last, by a note, marked "confidential," received from J. G. Totten, chief of the engineer bureau here. I first took measures to ascertain the value of the land, after I received this letter, by ascertaining what the owners in the neighborhood held their land at. I called upon Mr. Cryder, Mr. Stewart Brown, and Mr. Haggerty, to ascertain the valuation they put upon their lands, and at the same time I caused Weissman, the owner of Wilkins' Point, to ascertain the terms upon which he would sell to the government. A friend of mine, a Mr. D. Van Nostrand, of New York city, at my request and on behalf of the government, called upon and saw Weissman within a few days after the receipt of the letter dated the 12th of March. He saw Mr. Weissman in the presence of Mr. Day. Mr. Weissman stated his terms to be $120,000 for the whole tract and improvements, and he made a distinct offer to take this sum for the whole tract of land and improvements. Mr. Day was also consulted by Van Nostrand. I then addressed a letter, giving the results of the inquiries, dated March

24, 1857.—(See Gov. Floyd's testimony.) General Totten, after the receipt of this letter, refused to give me authority to give $100,000 for the property, because the price was too exorbitant, without an appraisement and condemnation. He then directed me to proceed to Albany and have a bill passed for the condemnation of the property. In pursuance of his directions, I first proceeded to Wilkins' Point, in company with John W. Lawrence. The result of my inspection and consultations there confirmed me in the opinion that the $100,000 for the property was a liberal sum for the government to pay, though not an extravagant one. This was on the 27th or 28th of March, 1857. After going there with Lawrence, I addressed another letter to the engineer bureau confirming my first statement as to the value of the land, &c., and in which I said I had asked Lawrence what he would appraise the land and improvements at if he were put upon a jury to condemn it for the government, and he said $100,000. Lawrence said he had seen Weissman, and he had shown him a memorandum of a conditional agreement to sell to Irving in the event of the government not purchasing by the 1st of April. I saw that there appeared to be operations of speculators to get hold of the land, and that if they did the government might probably have to pay more for it.

This agreement was to go into effect on the 1st of April, unless the government previously purchased the land. This was about the 27th or 28th of March. If I went to Albany, the probability would be that it would be too late for the government to purchase. Therefore I stated these circumstances to the chief engineer. I stated that if the land was not secured, as I believed it could be then, that this condition of sale would take effect, and the government would not be able to get it except at an enhanced price. I waited a reply from the chief engineer. He confirmed his first directions. On the 30th of March I became so impressed with the importance of securing this property that I wrote him another letter, stating very strongly the necessity of securing that property at $100,000, for which I believed it could be got; and the next day I requested him, by telegraph, to lay my letter before the Secretary of War, and to telegraph me his reply. The telegraphic reply confirmed the previous declarations, and directed me to go to Albany. I went to Albany, and obtained the act of condemnation. That terminated my action.

Question, (by the Chairman.) Did you have anything more to do with this transaction, either with Weissman or other parties at Washington?

Answer. Nothing whatever. I wrote a letter some time about the 15th of April, stating that I believed the Cryder property could be got on lower terms than I had before stated. It was well to know that, in reference to further negotiations for the Willett's Neck property.

Question. Did you negotiate for the Cryder property?

Answer. I had caused Mr. Cryder to be consulted.

Question. What could you have got his property for?

Answer. In that letter I stated that I believed it could be got for $80,000.

Question. How many acres?

Answer. About seventy.

Question. A sufficient number for a fortification?

Answer. It would be enough.

Question. Is Cryder's a good location for a fortification?

Answer. Not as good as Willett's Neck, but it is a good position. A fort might be put there, but it would not be as well situated as at Willett's Neck.

Question. You have spoken of consulting Haggerty and Stewart Brown, and Cryder—what value did Haggerty and Stewart Brown put on their property; and are not theirs fancy places, with fine improvements on them?

Answer. Cryder's and Stewart Brown's are; Haggerty's is not. Hagarty's is not extensively improved. It is desirable land.

Question. What price did Haggerty and Stewart Brown put on their property?

Answer. Haggerty was willing to sell at $700 or $800 an acre. Cryder was willing to sell at $1,000 and the actual cost of his improvements. Stewart Brown the same.

Question. How many acres had Stewart Brown?

Answer. I think about thirty-five.

Question. Did his join Cryder's?

Answer. It did.

Question. Did Haggerty's join Cryder's?

Answer. Yes, sir; on the other side.

Question. How many acres had Haggerty?

Answer. Over one hundred. It was not well situated for the work.

Question. Is the land owned by those men, compared with that at Wilkins' Point, poorer or better? I mean agriculturally and in every other respect.

Answer. Agriculturally, it is about the same. The great value of these lands is for country residences. In that respect, I think they are about the same.

Question. They are nearer New York; how far from Wilkins' Point?

Answer. There cannot be more than a mile difference.

Question. Can you state the reason why this property was not condemned after the act was obtained?

Answer. I have no idea. The reason why I was not authorized to offer $100,000 was that neither the Secretary of War nor the chief engineer were willing to pay that sum without judicial appraisement.

Question, (by Mr. Hall.) On the ground of its being too high?

Answer. They thought that it was too high. It was a very large sum, and they did not wish to take the responsibility of paying it without judicial proceedings.

Question. You do not know from any official communication with General Totten, the Secretary of War, or any one connected with the department, the reason for not condemning this land?

Answer. No, sir.

Question. (by the Chairman.) Has it always been customary where property is thus taken for fortification purposes, for negotiations for the purchase to be made through the engineer department?

Answer. Yes, sir; usually. In almost every instance I have known there has been an officer in charge of the work.

Question. How long have you been connected with the army?

Answer. Twenty-five years; twenty-nine, I might say.

Question. How long have you been an engineer in charge of fortifications and other public works?

Answer. About twenty years.

Question. Are the letters I have shown you the only ones you have written to the department on the subject, so far as you can recollect?

Answer. I have said that Mr. Weissman made a distinct offer—not to me directly, but to my friend, Mr. Van Nostrand—at $1,000 an acre, or at the round price of $120,000. I do not see that stated in my letters. I asked permission to be authorized to give $100,000. I was firmly convinced that I could get it for that sum. Mr. Weissman knew that was my limit. He wished to know, on the last day March, whether I had authority to give $100,000. Mr. Weissman was at Van Nostrand's office half a dozen times to know whether I had authority to give that. I knew that on that day I could have got the property for that price. This was about the 31st of March. This was the last day we had to make a bargain. The conditional agreement with Irving was to take effect next day.

Question. You received no such authority?

Answer. The authority was withheld, although I stated my convictions, as strongly as I could, that I could get the property on that day for $100,000, and that if I did not get it then, the government would have to pay an extravagant price for it.

Question. Who, besides Weissman, did you see in relation to this property?

Answer. Weissman was the only proprietor I recollect to have seen. Inquiries of others were made principally by my friend, Mr. Van Nostrand. I thought I could get the information better through him than if I were to go myself as the authorized agent of the government?

Question. When was the first time you saw Irving in relation to this matter?

Answer. I never saw Irving.

Question. Did you ever see Prosper M. Wetmore?

Answer. I never saw him.

Question. Did any come to Bowling Green treat of this matter?

Answer. No, sir.

Question. Do you know the parties who were interested in this purchase?

Answer. No, sir; I only know Irving from seeing his name. It was in his name that the memorandum of agreement was made.

Question. You have said that this property might fall into the hands of speculators, and then the government be compelled to pay more for it than you could get it for on the 31st of March; who were the speculators you referred to?

Answer. Irving was the only one of whom I knew. I had no particular person in view. I supposed there were other parties interested in the matter.

Question. Did you ever see any of the parties?

Answer. No, sir.

Question. Did you ever learn from Irving, or any of the parties, who were the persons connected with the transaction?

Answer. I do not recollect that I ever heard the name of the party mentioned, except Schell. I have understood that there were seven persons. That is all I know about it.

Question. From whom did you understand that?

Answer. I cannot be positive, but I think it was J. W. Lawrence. I saw him after we had heard that the property had been bought for $20,000.

Question. If I mentioned the names of the seven, would you be likely to recollect them?

Answer. I think I never inquired their names.

Question. Was Mr. Schell's name mentioned?

Answer. I have heard his name mentioned?

Question. Mr. Irving?

Answer. Mr. Irving was also known to be in.

Question. Prosper M. Wetmore?

Answer. I have known of him as having something to do with this transaction; whether he was one of the seven purchasers I do not know.

Question. Mr. John C. Mather?

Answer. I think I did not hear his name.

Question. Ed. Croswell?

Answer. Never heard of him.

Question. Mr. Latham?

Answer. Nor of him.

Question. Did Mr. Latham ever call at your office in relation to this?

Answer. He did not.

Question. Was Mr. Latham at your office during the months of March or April, 1857?

Answer. Not that I know of.

Question. Try and recollect from whom you derived this information as to the seven.

Answer. I think, as I have said, that I heard J. W. Lawrence say that there were seven interested.

Question. Did your friend, Van Nostrand, say anything on the subject?

Answer. I have heard him speak of it; I cannot recollect what he said; he knew there were several parties.

Question. Are you a judge of the value of property at Wilkins' Point and the vicinity?

Answer. The only information I have is what I got specially for this purpose.

Question. At what time was the act passed at Albany?

Answer. Fifteenth of April.

Question (by Mr. Hall.) You say at one time you could have obtained this property for $100,000. Upon what was your impression based?

Answer. It was based upon his knowledge that that was my limit; that I asked authority to give that; that I waited for an answer on

the 31st of March, and that he was in my friend Van Nostrand's office half a dozen times, appearing anxious to know whether I had obtained the authority. He had made a distinct offer of $120,000.

HENRY DAY, sworn.

Question, (by the Chairman.) Where do you reside, and what is your business?

Answer. I reside in the city of New York, and am a lawyer by profession.

Question. Be kind enough to look at this deed from Van Blankensteyn to you, and say whether the consideration therein named was the amount paid for that property.

Answer. I have no doubt that this is a true copy of the deed executed and delivered to me. The consideration was not in money. I exchanged property in New York for it. When I bought it I thought that I was giving about $500 an acre for it, considering what my property had cost me. I ought to say in this connexion that I bought that property from Mr. Weissman with the understanding that I should build upon it, and bring my friends and divide my land into sites, and thus make a market for the rest of the point. In consideration of that, it was understood that I should have the land at a low price.

Question. What is the date of that transaction?

Answer. I made the purchase in November, 1856; the deed, I think, was not executed until 1857—February, 1857. As I have said, the contract was made earlier.

Question, (by Mr. Hopkins.) Did you offer your property to the government?

Answer. Major Barnard sent a gentleman to me, Mr. Van Nostrand, and I offered the whole of it for $14,500. They made a sort of offer to me at $30,000. I said that I was unwilling to take that.

Question, (by Mr. Wood.) What do you consider to be the value of property there?

Answer. Since the government has purchased that point, I consider that they have ruined my prospect of a private residence there. Therefore I have sought other places from this point down towards New York. Mr. Cryder offered me a piece of property which was filled in—right on the shore. He offered it to me at $1,000 an acre. High made land he would not take $1,500 an acre for. But below that, at Whitestone—two miles below, and two miles, of course, nearer New York—Mr. Williams offered me that land. He came and offered it to me at $2,000 an acre.

Question. How many acres?

Answer. Eight.

Question. Does it front the water?

Answer. It does. The objection I made to it was this: There was a road to the dock exactly in front of this land. His slip comes to that road and cuts off the land from the water. The tide falls out, leaving a low place of ten rods, which is a great objection to it for a a private residence.

Question. Is the water front of your residence good?

Answer. It is. It leaves not half a rod of gravelly bottom when the tide recedes. I bought it as a bathing place.

Question. Is not the water front of your residence the most desirable of the whole farm owned by Wiessman?

Answer. I consider it as good as that of any other part. It is high land, free from marsh. It is all free from marsh except along a small creek or river. There is a little dry marsh there. The shore is hard beach. It is a point like New York; there are three water fronts. Of course, if divided it would give every man some water front. The view for miles is fine. It overlooks the country back. It overlooks Fort Schuyler, Cryder's, and at least five miles down and two or three miles up the bay.

Question, (by the Chairman.) Had Mr. Wiessman this place laid off in lots?

Answer. Yes, sir.

Question. It was in market for sale?

Answer. For some time; he tried to sell it for a long time. He told me that the difficulty was to get somebody there to start it. I went there with the understanding I have stated. Every other point between New York and there is taken up for private residences. At College Point Mr. French had four acres left. He told me that he had sold the rest at the point at $3,000 an acre.

Question. Where is that?

Answer. Three miles nearer New York.

Question. Upon the water?

Answer. Very much such a point as this one.

Question. Is it thickly populated down there?

Answer. There is a village near there.

Question, (by Mr. Wood.) What is your price for your residence?

Answer. $44,000 for twenty-six acres. Since I have been trying to purchase another place I hold mine at what others hold theirs.

Question, (by Mr. Hopkins.) What is that?

Answer. I have no direct offer. I consider it worth $1,500 an acre. I could not buy it again on that shore for that price. I ought to state that there is a place within half a mile of this which can be bought for $500 an acre—Mr. Powell's place. It is between my place and Cryder's. It is some fifty acres, in a cove, but not on a point. The tide falls out, leaving ten rods of muddy shore.

WEDNESDAY, *March* 3, 1858.

JACOB RUSSELL, sworn:

Question. What is your business?

Answer. I am chief clerk in the assistant treasurer's office, New York city.

Question. State what you know in relation to the payment of $115,000 by the War Department; when made, to whom made, and all you know about it?

Answer. On the 9th day of July, in the morning, Richard Schell came into the office with a draft.—(See Appendix, No. 18.) It was then endorsed upon the back, "Pay to George Irving." Mr.

Schell, after showing it, without any object that I could understand, asked whether Mr. Cisco was in. Mr. Cisco happened at the time to be absent. He went away, taking the draft with him. Subsequently, during the day, it came to us through the American Exchange Bank.

Question. Was anybody with Mr. Schell when he called in the morning?

Answer. No, sir; he was entirely alone.

Question. Did he say to whom the money was to go?

Answer. He did not. I can only speak of what Lieutenant Gillmore told me subsequently; but this, I suppose, would not be considered testimony?

Question. Who is the last endorser upon that draft?

Answer. Richard Schell.

Question. Mr. Cisco was not present either time when Mr. Schell called?

Answer. He was not there when Mr. Schell called in the morning. Subsequently, when the draft was paid, he may have been in his private office.

C. F. Van Blankensteyn, sworn:

Question. Where do you reside?

Answer. New York.

Question. Your business?

Answer. Importing merchant.

Question. Are you trustee for Mrs. Wiessman?

Answer. I am.

Question. When were you appointed such?

Answer. It was near the end of December or the beginning of January--December, 1856. I did not know what I would have to answer or I would have prepared myself with these particulars. I could not refer, positively, to the day. I think it was near the time I have mentioned. I had nothing particular to transact.

Question. As such trustee was the fee of the property which was purchased by the government in you?

Answer. It was not sold to the government by us?

Question. To whom was it sold?

Answer. George Irving.

Question. The title to that property was in you as trustee?

Answer. I had to give my consent to have it sold.

Question. When was it that you agreed to sell this property to George Irving?

Answer. It was in April somewhere—about the middle of the month—I think the middle of that month, about the 15th.

Question. Is that the agreement between Wiessman and Irving? Read the paper.

Answer. I have read the paper, and it reads like the agreement. It was made for me to sign, and I signed it.

Question. Had you seen Mr. Irving before in relation to the matter?

Answer. No, sir; he came to me before even I knew of the sale. He came to me with the sketch of the conditions and asked me whether

I would consent; wh ther there was anything against my signing the document. I read it through, and as soon as Mrs. Wiessman requested me to sign, I signed it. Those were my instructions. I never saw him before.

Question. Who came with him when he requested you to sign?

Answer. I think he came alone. He did come alone.

Question. With whom did he engage in regard to the purchase?

Answer. With Mr. Wiessman.

Question. Did you see at any time any other person in reference to this purchase, excepting Mr. Irving?

Answer. No; he is is the only man I had dealings with.

Question. There is a deed from Wiessman to Irving; read it.

Answer. I know pretty well what I have done; what was done was done by the hands of my attorney; he showed me how it was to be signed, and I signed it. Owens & Vose are my attorneys; I think the deed is all right; I could not swear as to the day.

Question. Under that deed was there any money paid, and by whom?

Answer. By Mr. Irving was paid, on the 15th of April, $1,000; the agreement, you see, reads $1,000 down money; he paid me that. For $9,000 he gave me a check payable on the 28th of April; if not paid then the $1,000 was to be forfeited.

Question. Was this check payable to your order?

Answer. It was his check, and it must have been to my order. I was the only one who could receive the money.

Question. Was that check paid?

Answer. Yes, sir; on the 28th of April.

Question. When was the next payment made?

Answer. On the 9th of July there was the balance paid; there was a mortgage of $85,000, with interest.

Question. Was anybody with him when he paid $1,000?

Answer. No, sir; he came alone to ask whether I would consent; I read the paper through; I told him it was satisfactory, and that so soon as I had my instructions to sign I would do so.

Question. When was the next payment?

Answer. On the 9th of July, of $35,000, after having paid off the mortgage, with interest.

Question. Is that the mortgage which was on it?

Answer. $15,000 and some odd dollars. They had charge of that mortgage, which they paid off; there were two mortgages, one to Willetts and one to Lowrie. They were both in the same connexion.

Question. The mortgage which you satisfied was paid on the 9th of July?

Answer. Yes, sir.

Question. By whom?

Answer. Mr. Irving; he gave me his check, and then I changed papers with him; it was done between his lawyer and my lawyer; Mr. Wetmore was his lawyer; I was not well informed of formalities. There was one mortgage to Mr. Willetts and one to Mr. Lowrie, trustee for a sister of Mr. Willetts. They were both paid off together.

Question. How much more money was paid at that time?

Answer. That is all.

Question. Was Mr. Wiessman present at this payment?

Answer. He was not. The $1,000, I think, I got in bills. The $9,000 was paid in a check. I think it was Mr. Irving's check certified.

Question. That made the whole payment, leaving $85,000 on mortgage?

Answer. Yes, sir.

Question. Who negotiated the sale with Irving, you or Wiessman?

Answer. Wiessman.

Question. Who holds the $85,000 mortgage?

Answer. I do, for the benefit of Mrs. Wiessman.

Question. Has any one an interest in that mortgage but Mrs. Wiessman?

Answer. Nobody but Mrs. Wiessman. If she should die the children would have.

Question. To whom do you pay the interest?

Answer. Mrs. Wiessman; it is her income.

Question. It appears that when this deed was delivered there were two mortgages taken back to you, one for $85,000, and the other for $15,000; explain that.

Answer. There was a short mortgage. They had not enough to pay me in full, and they wanted the deed. They gave me a temporary mortgage. Whether I made a mistake or not, I had it recorded. They gave me satisfaction or security to be enabled to have my deed; the mortgages—Willett's and Lowrie's—they paid off on the 2d or 3d of July, but the funds were not ready until I gave them the release. I would not give up my deed until I had the funds.

Question. The mortgage for $85,000 was a long mortgage for five years, and the other, for $15,000, was a short mortgage.

Answer. It was only for a few days; it was from the time they paid the other two mortgages up to the time I got my money.

Question. That was the reason for their paying two mortgages instead of one for the whole amount?

Answer. Yes, sir.

Question. Did Mr. Irving state to you the source from which he obtained the money to pay off these mortgages?

Answer. No, sir.

Question. Do you know?

Answer. No, sir.

Question. Had you this property in market for sale before Mr. Irving purchased it?

Answer. Yes, sir; it was bought more or less for speculation.

Question. It had been in the market for sale?

Answer. Not in the market for sale; the intention was to lay it out in country seats; it was laid out; there was a plan for it in lots of ten and fifteen acres.

Question. At what price in the month of January last did you hold it?

Answer. I never knew of any selling price.

Question. Was a part of that property sold since you have been a trustee, and before the sale to Irving?

Answer. There was a part sold to Mr. Day since I have been trustee.

Question. How much was that sold for?

Answer. I did not get funds for it; I took real estate for it.

Question. Here is the deed; was the price of the deed the price at which it was agreed to be sold?

Answer. Eleven thousand dollars; that was the price; we got dwelling houses in the city.

Question. Was this transaction had with you, or through Mr. Wiessman?

Answer. Through Mr. Wiessman; I had nothing material to do but to sign the papers at Mrs. Wiessman's request.

Question. The transaction with the United States was effected more by Wiessman than yourself?

Answer. Not to the United States.

Question. The agreement with Irving?

Answer. Yes, sir; it was through Mr. Wiessman; the agreements were all made by Mr. Wiessman; then I was requested to sign, and I signed them.

Question. Do you know the value of the land of your own knowledge?

Answer. I do not.

Question. Who collects the interest for Mrs. Wiessman?

Answer. I do.

Question. To whom do you pay it?

Answer. To Mrs. Wiessman; I give it to Mr. Wiessman upon the order of Mrs. Wiessman.

Question. Did you never hear of a price being fixed upon this property in January by Mr. Wiessman?

Answer. No, sir.

Question. You merely performed your duties of trustee, upon the written request of Mrs. Wiessman?

Answer. Yes, sir.

Question. Who was trustee before you?

Answer. Mr. N. D. C. Moller. He lives in Jersey. That is the reason he requested to be discharged from the trust.

Question. Where in Jersey?

Answer. Summit.

Question. Do you know how many acres there are in the tract sold to the government?

Answer. I do not.

Question. How often have you been upon it?

Answer. I have been upon the land but once.

Question. Before you were trustee?

Answer. While I was trustee. When it was sold I thought I would go out once and see it. It was a beautiful place.

Question. You do not know the value of the land?

Answer. I do not.

Question. What does the amount paid and to be paid amount to?

Answer. $130,000.

Question. How much does Mrs. Wiessman receive?

Answer. $130,000, including the two mortgages from Willetts and Lowrie?

Question. It was an actual *bona fide* sale, as far as you know?

Answer. Yes, sir. I got $1,000, $9,000, $15,500, and then the mortgage for $85,000.

Question. Who paid the mortgages of Willetts and Lowrie?

Answer. His lawyer, Mr. Wetmore.

Question. What, as the agent of Mrs. Wiessman, was the value you put upon the tract sold to Mr. Day?

Answer. I did not put any particular value. $11,000 was the consideration named in the deed.

Question. What quantity of land was sold?

Answer. I cannot say. It was a straight line across the land. The deed says twenty-six acres.

Question. Was the portion purchased by Day a good portion?

Answer. I think it was the worse part.

Question. Did you ever see Mr. Prosper M. Wetmore in relation to this?

Answer. No, sir.

Question. Did you ever see Mr. Latham?

Answer. No, sir.

Question. Did you ever see Richard Schell?

Answer. Those are persons I know by sight; that is all.

Colonel JOHN L. SMITH, sworn.

Examined by the CHAIRMAN:

I am colonel by brevet and major of engineers United States army; I am stationed in New York, and am in charge of the contemplated fortification at Wilkins' or Willett's Point. Nothing has been done there except the preparation of surveys. No contracts have been made for the work; the government are in possession of the property, but I cannot say how long they have been; I know nothing of the negotiations or facts and circumstances connected with the purchase of this property. I was away when the purchase was made, and arrived in New York in the latter part of November last. A plan for the fortification has not been formed yet. There was a plan made in 1820, but the plan for this fortification has not been made before, because the surveys have not been made.

Examination by Mr. HALL:

It is a part of the general plan for fortifications made by General Bernard over thirty years ago. I think the fortification is a necessary one. It is the nearest narrow passage to the East river from the Sound. The river is about a mile wide there. It is an established principle that the re-entering angle should be fortified. I think Fort Schuyler cost $800,000 or $900,000. It is diagonally opposite Wilkins' Point. I think Fort Schuyler is impregnable; no enemy can take a position there to affect the armament; it cannot be enveloped. A fleet could not pass from the Sound into the East river by Fort Schuyler, nor do I think a vessel-of-war could so pass by. Cryder's Point is a very good position for a fortification, but Wilkins' Point has the

advantage of nearness of approach. I had charge of and built Fort Schuyler.

Examination by Mr. WOOD.

There are other points which would answer the purposes of a fortification better than Wilkins' Point. The place known as the "Stepping Stone" I think would answer as well for a fortification, though I prefer Wilkins' Point. All the land absolutely necessary for the fortification has been purchased; though twenty-six acres, owned by Mr. Day, might with propriety be purchased, and I made up my mind that the government might pay $500 an acre for it, and not more; and I so reported to the War Department. I know that Wilkins' Point is a very sickly place. They have the fever and ague there badly; there is no population at Wilkins' Point; there is one person in charge there; the Wiessman house on the premises is not worth much. It was badly built, and has settled greatly. They had the fever and ague so badly, and it was so sickly at Wilkins' Point, that we erected barracks at Fort Schuyler for the men employed by government, on account of sickness at Wilkins' Point. The value of the buildings on the property for any purpose is not much, nor would it be worth much for a country seat.

The witness having been requested by Mr. Hall to send a brief written statement of the necessity for the fortification opposite Fort Schuyler, furnished the following:

WASHINGTON, D. C., *March* 11, 1858.

SIR: In pursuance of the instructions of your committee I submit in writing the substance of what I have stated to you verbally, in answer to your inquiries as to the absolute and relative fitness for defence of the positions of Throg's Point and Willett's Point, and the general military principles upon which my answers were founded.

Throg's Point (Fort Schuyler) is absolutely strong as a position for resisting the passage of hostile vessels from Long Island Sound to the East river, because such vessels would be unavoidably exposed to a raking fire at extreme effective range, on their approach and after having passed, besides the fire upon them in passing, when their speed would be retarded by the necessity for adapting the sails to the change of course through nearly three-fourths of the circle. The technical objection to it on account of its being salient is neutralized, in a great measure, by the delay of passage incidental to the extensive curve of the channel, and to the necessity of shifting the sails, and thereby diminishing the speed while within point blank distance. It has absolute strength, also, on the land side. It is at the extremity of a peninsula, and its line for defence is as long, if not longer, than any that could be taken for attack. No enfilading batteries could be established upon its flank, and therefore its armament could not be disabled except by direct fire. It cannot be enveloped by land, and therefore its means of defence in that direction are equal to those of the attack, and, if properly directed, ought to be sufficient to maintain it against any force, as it is bomb-proof, and could not, therefore, be effectively bombarded.

Willett's Point being next to the channel is more favorably situated than Throg's Point for resisting the approach and passage of hostile vessels, as its fire is more concentrated. It has less strength than Throg's Point for defence on the land side, but enough to admit of resistance until succored.

I am, sir, very respectfully, your obedient servant,

JOHN L. SMITH,

Colonel by Brevet, Major Corps of Engineers.

Hon. JOHN B. HASKIN,

Chairman of the Investigating Committee respecting Willett's Point, House of Representatives.

H. W. BENHAM, sworn.

Examined by the Chairman, Hon. J. B. HASKIN:

The following communication was shown the witness, and he was asked whether he was the author of it, to which he replied that he was:

The Secretary of War and the New Bedford Fort land purchase.

WASHINGTON, *April* 3, 1858.

As much has been said recently about the large price paid for lands for fortification purposes at New Bedford, and attempts have been made to implicate the Secretary of War in a censurable manner in this transaction, it seems but proper that the true history of this sale should be laid before the public, that the responsibility of any error or wrong doing may rest upon the proper persons, and it will be seen pretty clearly that the Secretary of War, at least, is not one of them. The information of the writer is from different sources, such as the official records of the transaction at New Bedford, and at Washington, the opinion of many of the principal citizens of New Bedford and the action of the military officers concerned in the case, and he defies a doubt, or challenges inquiry as to any of the statements advanced or references made.

The land in question is situated from two to three miles south of the city proper of New Bedford, and consists of a farm of about 102 acres, with buildings upon it that might properly be rated at $3,000 to $4,000 in value. For farm purposes, the land would be valued between $100 to $150 per acre, probably most generally nearer the former rate; for city purposes or lots, if the city continued to increase in that direction at the rate it has for the last 50 years, it would require some two hundred years at least to bring it within the limits of the city proper. The assessed value last year for taxes as by the records was $12,500; for the whole farm.

This much for the description of the property. Now as to the sale. The owner naturally enough desired to obtain the highest price for his land; and though opinions as to what a jury would appraise it at for government purposes varied generally between $20,000 and $40,000, the owner demanded $2,000 an acre for the lower 30 acres, and $1,000 an acre if the whole were taken. Upon an application

being made to him by some shrewd "operators" from New York, these men obtained his "refusal" for one month at those prices, and going to Washington offered the whole for as much as $1,800 per acre or over $80,000 advance. This offer was declined at the War Department, upon which these men returned and obtained the refusal for another month, and during this time they appear to have acquired such a confidence in their ultimate success that at the end of this month they closed a bargain for 60 acres at $1,000 per acre, (*on condition that they could sell it to the United States,*) paying about three and a half per cent. of the purchase money down. They went immediately to Washington and offered this land at $1,800 per acre, and if not acceptable at that price, proposed to submit it to arbitration, having taken the precaution to fortify themselves with a letter from one of the most prominent citizens of New Bedford, a high official functionary, who, though the *legal counsel* of the original owner of the land, was not then known, or suspected to be so, at the War Department, as it is understood, or by the distinguished military officer who had previously consulted him in relation to the government interest in this matter. The amount of this letter was, that in consequence of the fine road in that vicinity, and the fitness of the land for summer residences, (the first of which, on the lower mile of the best side, by the bye, *has yet to be built,*) "he would sooner submit the question of its value to an unbiassed jury than dispose of any portion of it at the rate of $2,000 an acre."

With this letter before him from this most distinguished and apparently disinterested person, the Secretary of War, with his experience of the verdicts of juries against the government, when acted upon by subtle or eloquent lawyers, might naturally enough fear this alternative, and at the same time feel that it would be safer for the government interests to trust to the opinion of a smaller number of selected individuals, of high personal consideration, supposed to be above the appeals to prejudice or passion permissable in jury trials, and he accordingly decided to submit the matter to arbitration. And to show his fairness and anxiety for justice in the case, as the distinguished functionary before alluded to had happened to suggest three persons, from his own knowledge of them, as suitable referees to be selected on the part of the United States, and the local engineer officer had done the same thing, from the information given him from many different sources, on each of which lists persons of the different political parties were comprised, including two of the most prominent friends of the administration to be found in the place. The Secretary, with unsurpassed fairness, selected the single person named on both lists—though as far as politics are concerned one of the most prominent members of a different party from his own—and the military officer was informed that, "in accordance with his recommendation," such gentleman was appointed, with a request that he should ask his acceptance of the trust The other party selected as their *referee* one of the democratic gentlemen named on the list first offered to the Secretary, and the two first selected as *umpire* the other democratic gentleman named by the officer, and on his declension, another umpire was selected, but little known in politics; but all the gentlemen here

alluded to were of the most prominent as to wealth and respectability in the city.

These referees met, and, *bound by their honor only*, for there was no other obligation, yet it is not too much to say that the whole city of New Bedford was astounded at learning that their award was *that the government should pay* $1,300 *per acre, or* $78,000 *for these* 60 *acres of land*, the government referee adding a statement that *he* had appraised it at $1,250 per acre. This astonishment was of course vastly increased with those who *knew* that one of the original referees had written to the Secretary of War that a jury could not possibly, in his opinion, assess this land at more than $1,000 per acre, and that the other referee had expressed his belief to the military officers who took action in the case, that the original owner *might ask* as high as $30,000 for the whole farm, or less than $300 an acre.

How it was possible that this property, with which these gentlemen had been familiar all their lives, in the short time that they were consulting upon it, should have "*appreciated*" in the mind of one of these referees to the extent of some 30 per cent. or more, and with the other, *and that one the government referee*, to *over* 300 *per cent.*, is still the *great mystery* of the transaction. It is but just to say that no insinuations have been heard against the integrity of the referees in this case; while it is nevertheless true, that if the greater portion of the large sum available for the defence and protection of the citizens of New Bedford has thus gone into the pockets of private individuals, without a just equivalent, these three or four prominent citizens of New Bedford *are solely answerable for it*, and *not the Secretary of War*, who, like an honest man, simply confirmed the engagement he had made in good faith, and without cavil or objection; and who, from the time of determining to submit to arbitration, (a decision which, it must be admitted, he had a right to make, and for which what appeared strong reasons might be advanced,) is no more responsible for the payment of this large sum, if as much so, as the engineer officer who, in all good faith, recommended the government referee. And the more than twenty years faithful devotion to the public interests shown by that officer has never permitted the breath of slander against him in that or any other official transaction.

The above history of the case, written, as must be seen, without passion or prejudice, will show not only how blameless the Secretary of War has been in this whole matter, but how high minded and honorable he has been in his endeavors to secure the public interest free from all selfish or party interest. Not only the person named as referee by him, but the functionary alluded to—whose opinion, it is feared, had so much weight, from his official position and character—it may be stated, if not even a third of the four gentlemen concerned, have been always prominent members of another political party; and if the attacks which are made in the cases of the Fort Snelling and Willett's Point sales are no better founded than this, as all the inquiries of the writer lead to the belief of, the Secretary of War will, indeed, come out from this fiery ordeal like pure gold from the furnace.

Question. Did you have it published in the New York Herald?

Answer. Yes, sir; I asked them whether it would be agreeable for them to know the facts and publish them, and they said it would.

Question. Did you pay anything to have it inserted?

Answer. No, sir; nothing was asked. I merely stated the facts. I saw allusions to the Secretary of War and the War Department growing out of the New Bedford matter, and my own convictions were that he was an honorable and high minded man, and that gross injustice was being done him, so I called at the *Herald* office and told them that I was conversant with the facts generally, and asked them whether they would like to publish them, and that if they would I would prepare them. I wrote it in New Bedford, and sent it on to them. I did this of my own volition, feeling certain that the Secretary of War had never heard or known anything about it.

Question. What you have said you mean to apply to the New Bedford case, with the facts of which you are familiar?

Answer. I am familiar with a larger number of the facts in the New Bedford case than any other person. I do not know anything personally of any other case.

Question. Do you know, of your own knowledge, any of the facts and circumstances connected with the sale and purchase of the Wilkins' Point property?

Answer. I do not. My allusion to it in my letter was merely from the rumors I had heard in reference to the matter, which confirmed the opinion I had of the Secretary's conduct in the New Bedford matter, and left him clear, and I merely stated it. I got it from Lieutenant Gillmore, who got it from another person. You will recollect that I observe as far as I can hear, and having my general opinion of the honesty of the Secretary confirmed by rumors in the other matter, I thought I could very truly allude to it.

Question. Are you a captain in the army?

Answer. Yes, sir; I have been connected with the army twenty-one years.

Question. Has it not been the custom of the engineer bureau of the War Department to negotiate and complete all purchases of property that are made for fortification purposes?

Answer. I have never known of the purchase of land, or been concerned in such purchase before, by the engineer department.

MONDAY, *May* 17, 1858.

JOHN W. LAWRENCE, sworn. Examined by the Chairman, (Hon. J. B. Haskin.)

Question. Where do you reside, and what is your business?

Answer. I reside at Flushing, Long Island; I have no business, I am out of business.

Question. You formerly represented your district in Congress?

Answer. Yes, sir.

Question. How far do you reside from this Wilkins' Point property?

Answer. About four miles.

Question. Are you well acquainted with it?

Answer. I am.

Question. In the early part of 1857 were you spoken to in relation to this property by any person connected with the government?

Answer. In the month of February, or the early part of March of last year, Major Barnard called on me to know the value of that point.

Question. Did he call at your residence?

Answer. At my office in New York. He inquired of me as to the value of the property, and I stated to him that it was certainly one of the most beautiful places I had ever seen in my life; that I had known it all my life, and that probably the government would have to pay $100,000 for it. He thought the price was high. I stated to him that if I was appointed a commissioner that that was the price I would fix on it.

Question. Do you know Mr. Wiessman, who lived on that property?

Answer. Yes, sir; very well. I have known him for years.

Question. Had he had the property in the market for sale for some time previous to the sale to Irving?

Answer. No, sir; not directly. I think it had not been offered previously.

Question. Do you know whether it had or not?

Answer. I should have known it if it had been. It had been in the market for sale in plots.

Question. The whole property was cut up into plots, and in that way offered for sale?

Answer. Yes, sir; Mr. Wiessman called on me and told me that Draper had approached him in reference to purchasing it, and I then said that I supposed he, (Wiessman,) must know that it must be with a view of selling the property to the government, and that he must be a little cautious how he made proposals to sell. I merely state this to illustrate that the property had not been offered for sale as a whole, but in plots for gentlemen's residences, perhaps because the property was beautifully adapted for that.

Question. Did Wiessman ever tell you what he expected to get per acre for those plots?

Answer. We frequently used to talk of it, and of certain portions of it which were worth more than others.

Question. What price did he fix on them?

Answer. From $500 to $1,000 an acre, I think.

Question. Were you at any time Mr. Wiessman's agent in connexion with this property?

Answer. Not further than this, that after Major Barnard called on me I went to see Mr. Wiessman to advise him to fix on a fair price to sell to the government, and told him what I told Major Barnard, that $100,000 was a fair price for it; I advised him as a friend to fix that price upon it, and he then authorized me to sell it for that.

Question. Was there any time fixed within which you were to sell it to the government for that price?

Answer. At first I tried to get Wiessman to go to Barnard and make the offer and leave me out of the transaction, as I did not want to have anything to do with it; but, for some reason or other, whenever he got with the government officers he would not fix any price; he would baffle about it and say he thought it worth so much, ($120,000;)

but I could not get him to come right out; I told him that it was not a matter to be trifled with.

Question. Finally, he authorized you to sell it for $100,000?

Answer. Yes, sir.

Question. When was this?

Answer. I should think it was about the middle of March.

Question. In what year?

Answer. Last year—1857.

Question. Was there any time specified within which that offer was to be accepted?

Answer. Not at first; but afterwards, while Major Barnard was at my house, Mr. Wiessman came to me, and told me that Mr. Irving had made a proposition to him to buy it if the government did not take it in a certain time, and that he had made a contract with him, that if the government did not take it before the first day of April, that Mr. Irving was to have it for $130,000. I borrowed the contract from Mr. Wiessman, and presented it to Major Barnard, who was then stopping at my house, and told him that I thought it was his duty to come on at once to Washington; that I would engage that he should buy the property for $100,000. I do not know now whether I then stated to him that I was authorized by Mr. Wiessman to sell it to the government for $100,000 or not. I told him to come on here at once, and see General Totten.

Question. Who signed that contract?

Answer. Wiessman and Irving.

Question. Was any money paid then?

Answer. No money was paid. It was only a provisional agreement, and that is the reason I wanted Barnard to come right on here.

Question. No money had been paid?

Answer. No, sir; nothing at all. I told Major Barnard then that it would get into the hands of speculators, and then, of course, he would have to pay for it.

Question. Do you know who induced George Irving to make this offer?

Answer. No, sir.

Question. Do you know whether Prosper M. Wetmore had anything to do with it?

Answer. I have not the least knowledge of any of the parties concerned.

Question. Did you ever talk with Prosper M. Wetmore on the subject?

Answer. Never.

Question. With Richard Schell?

Answer. I do not know him. There are none of the parties except Prosper M. Wetmore whose names I have heard connected with it, that I am personally acquainted with.

Question. Did you ever see Prosper M. Wetmore in your neighborhood during this time?

Answer. No, sir.

Question. Do you know where George Irving lives?

Answer. I believe he has a place at Great Neck. I do not know the man.

Question. Do you know when it was after the first of April that the agreement was entered into between Wiessman and George Irving?

Answer. That agreement was carried out afterwards.

Question. Do you recollect the terms of the agreement as to the payment?

Answer. I do not remember specifically; and I think that, perhaps, after he made the contract, and before the time expired, that it was on my advice that he still agreed to take $100,000 for the property from the government. I told him that I did not know the parties, and that if he looked at the wording of the contract, he would see that if they did not fulfill it they would only forfeit the first payment, and he would have no claim on them for the balance of the purchase money; and I told him that it was better to make one sale of it, and get $100,000 from the government, than to have any tail to a contract.

Question. Did Mr. Wiessman tell you when Mr. Irving paid him any money?

Answer. I think he did tell me at one time that he had received a portion of the first payment, but it was not of sufficient interest to me to make any impression on my mind.

Question by Mr. Wood. During the time you had this property for sale, did any one approach you in regard to it?

Answer. No, sir; no one ever knew that I was authorized to sell it. I do not know that Major Barnard did. I merely told him that he could have the property for $100,000.

Question. Was Major Barnard stopping at your residence at the time?

Answer. Yes, sir, for a few days, whilst engaged in examining that and the neighboring points.

Question, (by Mr. Hall.) Had Major Barnard reason to believe, from your manner of conversing with him on the subject, that you could secure the property for the government at $100,000?

Answer. I suppose he had reason to believe it, and he must have had reason, for I made the proposition to him.

Question, (by the Chairman). Do you know who were the parties interested in the proceeds of the sale of this property to the government?

Answer. Not the least.

Question. You had no interest in it?

Answer. Not a particle, in any manner or shape; nor could have had in any way.

ROBERT W. LATHAM, sworn.

Examined by the Chairman, Hon. JOHN B. HASKIN:

Question 1. Where do you reside?

Answer. In Brooklyn, New York.

Question 2. How long have you resided there?

Answer. Pretty nearly all the time since February, 1855. I moved my family there in 1856.

Question 3. From Virginia?

Answer. I left this place for Brooklyn.

Question 4. Did you formerly reside in Virgina?

Answer I was born and raised in Virginia and lived there thirty odd years of my life.

Question 5. What is your business?

Answer. My business in New York was that of an assistant in John Thompson's banking house.

Question 6. What was your business in the month of March, April, May, June and July, 1857?

Answer. I was the president of the Pittsburg and Steubenville railroad up to the 11th of January last. I was elected president of that road about the 23d of April, 1856, up to the 11th of January, 1858.

Question 7. Were you engaged in any other busines?

Answer. I sometimes attended to little agencies, negotiating bonds, selling securities, or anything of that kind.

Question 8. Since that time what has your business been?

Answer. I have been engaged by Governor Floyd to attend to his coal and salt works and any other matter he had to attend to since that time. I attended to it partially before but not regularly.

Question 9. Have you, since March, 1857, been interested in any contract with the War Department and if so state specifically what they were?

Answer. There are some little items I have been interested in that have amounted to, I suppose, the sum of $1,500.

Question 10. What were they?

Answer. There was a little matter of furnishing supplies to the acqueduct here.

Question 11. Is there any other?

Answer. There is a matter in which I have a small interest, though I have not yet received anything; it is the heating of the post office.

The Chairman. That is not connected with the War Department?

Witness. Yes, sir, it is; the War Department gave it out. I have not yet received anything, and have no security; but the man who got it told me that I should have a small interest in it.

Question 12. Have you a desk in the War Department?

Answer. I have not.

Question 13. You are there frequently?

Answer. I go up there nearly every day when I am in town.

Question 14. During the time you were a member of the firm of Selden, Withers & Co., had you any transactions with Governor Floyd?

Answer. I had, as the governor of Virginia.

Question 15. And from that time have you continued to have business with him?

Answer. Sometimes I have not seen him for a year during that time.

Question 16. Did you see Governor Floyd during the month of March, 1857?

Answer. I did; I was here on the 5th of March, and staid three or four days.

Question 17. Did you see him during that time?

Answer. I did.

Question 18. Did you see Governor Floyd in the month of April, 1857?

Answer. I did.

Question 19. Did you see him between the 1st and the 28th of April?

Answer. I did, but I could not state the date.

Question 20. Do you know Richard Schell?

Answer. I do.

Question 21. How long have you known him?

Answer. I suppose ever since I went to New York in 1855?

Question 22. Did you see Richard Schell in the month of March, 1857?

Answer. I should think I did; I saw him nearly every week when I was in New York.

Question 23. Did you see him in April, 1857?

Answer. If I was not travelling, I have no doubt I did.

Question 24. When did you first learn that an appropriation had been made for the commencement of a fortification opposite Fort Schuyler, New York?

Answer. I could not state the date.

Question 25. Do you recollect the month?

Answer. I think I heard it in April. I heard it talked of.

Question 26. From whom did you learn it?

Answer. I do not recollect.

Question 27. Was it from Richard Schell?

Answer. I think not.

Question 28. Was it from Prosper M. Wetmore?

Answer. I did not have much acquaintance with Prosper M. Wetmore for some time after this purchase was made by the government.

Question 29. You had met him before the sale?

Answer. I do not know whether I met him before the sale or not. I have been thinking very much over this thing since I was summoned, to refresh my mind upon the subject; but I do not recollect any conversation I had with Prosper M. Wetmore about the matter until it was over.

Question 30. Did you hear that the appropriation had been made for the purchase of this property in Washington or in New York?

Answer. I cannot remember. I am travelling nearly all the time.

Question 31. Did you hear it from Governor Floyd?

Answer. I did not.

Question 32. Did you hear it from any one in the War Department?

Answer. I was not acquainted with any one in the War Department when Governor Floyd went there; I did not know a head of a bureau in Governor Floyd's department, except General Jesup.

Question 33. You say you were here in April. Did you go to New York in April and take any interest, in any way, in relation to the sale of this property?

Answer. I did not.

Question 34. Did you, in the month of March or April, 1857, see Mr. Mather?

Answer. I think I did.

Question 35. Where?

Answer. I think I saw him in Washington, but I do not know at what time it was; I was introduced to him in New York, I think, in May or June.

Question 36. Did you see him in Washington before you were introduced to him in New York?

Answer. I did not. After I saw him there I saw him in Washington.

Question 37. Had you known him before?

Answer. I had not.

Question 38. Who introduced Mr. Mather to you?

Answer. I think I may have met him at a dinner party; I do not recollect how I made his acquaintance, but I may have met him at a dinner party; I dined twice at Richard Schell's, and I think Mather was there.

Question 39. Dined with Schell here or in New York?

Answer. In New York. I would not state positively that I met him there, but I think I did.

Question 40. When was this?

Answer. I could not state when it was; I did not charge my memory at the time.

Question 41. Did you meet Prosper M. Wetmore there?

Answer. I never saw him there, that I recollect.

Question 42. In the month of March or April, 1857, had you any conversation with Richard Schell in relation to the sale of this property?

Answer. I think Richard Schell mentioned it to me, but whether it was in April or May, I do not recollect.

Question 43. What did he say to you in relation to it?

Answer. I have been trying to think, but I cannot recollect.

Question 44. Was anything said at the dinner party in relation to it?

Answer. No business was talked of, I believe, at the dinner party.

Question 45. Did you ever furnish Prosper M. Wetmore, John C. Mather or Richard Schell a book containing the appropriations for fortifications passed at the last session of Congress?

Answer. I never did, to my recollection.

Question 46. Had you business relations with Richard Schell in March or April, 1857?

Answer. I have had business relations with Richard Schell nearly all along.

Question 47. From what period?

Answer. I think my first business relations commenced in 1856.

Question 48. What month in 1856?

Answer. I think it was during the summer, but I cannot recollect the month.

Question 49. Have you had business relations with him during all the time since then down to the present?

Answer. I have had business instead of intimate relations with him. He has raised me money in New York and I have raised him some money.

Question 50. During the months of March, April, May, June or July, 1857, did he raise money for you?

Answer. If I wanted any he did.

Question 51. I asked you whether he raised you any money during those months?

Answer. I think he did; I think I made some negotiations for it; am certain I did. I think I borrowed some money on railroad bonds from him. I was then the president of a railroad company. I got him to discount several drafts for me on a man named Courteny, and one or two other parties in New York.

Question 52. Did he during those months discount paper for Gov. Floyd?

Answer. I think he did; I am certain he did. I asked him to do it, and wanted it for Gov. Floyd.

Question 53. To what extent?

Answer. To the extent of $4,000 or $5,000.

Question 54. Did he not discount Governor Floyd's paper to the extent of $15,000 or $20,000?

Answer. He did not. I do not think it exceeded $7,000.

Question 55. What was done with the proceeds of those discounts?

Answer. I used them in Governor Floyd's business, and according to his instructions.

Question 56. In his private business?

Answer. Yes; I can give you the particulars of his business if you desire it.

The CHAIRMAN. I have no objection if the committee desire to hear it.

Mr. HALL. I do not think we need it.

Mr. WOOD. If it has any connexion with this investigation we should know it, but if not, it ought all to be excluded.

WITNESS. None of it has any connexion with this investigation.

Question 57. Was Richard Schell, through you, the broker of Governor Floyd during that time?

Answer. I do not know that Richard Schell ever loaned Governor Floyd a dollar of money, or made a negotiation with Governor Floyd directly during his life.

Question 58. What connexion existed between John C. Mather, Prosper M. Wetmore, Richard Schell, and George Irving, or either of them and yourself during the months of March, April, May, June, and July, 1857?

Answer. I only knew them.

Question 59. Have you had no business relations with Prosper M. Wetmore?

Answer. He asked me a month or two ago to get a couple of notes of his for about $500 discounted, which I did at a banking house in this city.

Question 60. Had you not an understanding with Richard Schell, John C. Mather, Prosper M. Wetmore, and George Irving, or either of them, that you were to use your influence at the War Department in securing the speedy consummation of the purchase of the Wilkins' Point property by the government?

Answer. As well as I remember, this thing was all closed up before I ever heard that it was going on; it was either closed up, or about being closed up, when I heard of it.

Question 61. When was it closed up?

Answer. I do not know; but when I heard of it it was over, or about over.

The CHAIRMAN. You have not given an answer to the question?

WITNESS. I will answer the question.

The CHAIRMAN. The question is, Had you not an understanding with Richard Schell, John C. Mather, Prosper M. Wetmore, and George Irving, or either of them, that you were to use your influence at the War Department in securing the speedy consummation of the purchase of the Wilkins' Point property by the government?

Answer. I had no such understanding with them.

Question 62. Or the consummation of that sale after it had been agreed upon?

Answer. I had no understanding with them at all.

Question 63. Had you any conversation in March with Governor Floyd in relation to the purchase of this property by the government?

Answer. I have been thinking about the conversations which passed between General Floyd and myself in reference to the purchase of this property, and I went so far as to speak to him about it lately, and to say to him that I recollected that he had remarked that the property was high, or very high; and he remarked that he had stated that he thought it was very high; and he stated further to me that he had had no conversation with me at all, until after he had made the purchase.

Question 64. Do you remember having any conversation with him during the months of March, April, May, or June, on the subject?

Answer. I think these conversations must have occurred either in April or May in reference to his declarations that the property was high but the sale had been made. He says that we had no conversation after the sale; and I recollect distinctly the sale, but the date of it I do not recollect.

Question 65. State, of your own knowledge, whether you had a conversation with him in April or May in relation to the subject?

Answer. My own knowledge is, that I had a conversation with him in April or May, and that this was the conversation.

Question 66. Was that all that passed between you?

Answer. I have no distinct recollection except of this statement.

Question 67. Did you not urge upon Governor Floyd the acceptance of the proposition of the man who proposed to sell the property to the government?

Answer. I think he had accepted the offer then.

Question 68. Did you ever urge upon him the acceptance of the offer?

Answer. I do not know that I ever did.

Question 69. Did you, on behalf of Richard Schell, desire Governor Floyd to accept the offer?

Answer. I think before I had any understanding about it the thing was done.

Question 70. Did you ever go to Richard Schell and ask him what he was doing about the purchase of this property?

Answer. I do not think I did.

Question 71. Do you know who were interested in the sale of this property to the government?

Answer. I do not.

Question 72. Do you know whether Richard Schell was interested or not in the sale of this property to the government?

Answer. I was of opinion that he had some interest in it. He certainly had something to do with it, because it was a matter generally talked of.

Question 73. Did he ever inform you that he had an interest in it?

Answer. I think he told me that he had loaned a large amount of money to Mr. Irving.

Question 74. Do you know Mr. George Irving?

Answer. I have seen Irving, but I never saw him until after this thing occurred. I did not know there was such a man in existence.

Question 75. Did you know him before the title was passed to the government, and after the sale?

Answer. I think I saw him in June or July.

Question 76. Where?

Answer. In New York.

Question 77. At what place?

Answer. In General Prosper M. Wetmore's office, I think.

Question 78. Who introduced Mr. Irving to you?

Answer. I do not know; it may have been General Wetmore. I had no acquaintance with him before.

Question 79. Did you ever inform Governor Floyd that John C. Mather, Richard Schell, Prosper M. Wetmore, or any other person besides George Irving had an interest in the sale of this property to the government?

Answer. I never did that I have a recollection of.

Question 80. Did you not, at the request of Richard Schell, Prosper M. Wetmore, and John C. Mather, or either of them, inform Governor Floyd that they had some interest in this sale?

Answer. I did not.

Question 81. Did you learn from Richard Schell, in the months of May or June, that this property was about being sold to the government?

Answer. I before said that I heard of it after it was sold.

Question 82. Did he inform you of it during these months?

Answer. I think I heard him mention the matter.

Question 83. About its being sold?

Answer. Yes.

Question 84. During these months?

Answer. I cannot tell which it was.

Question 85. When you learned that this property was about being sold to the government did you not interest yourself in having the sale consummated?

Answer. I tell you that the property was sold: When I understood that the property was in the market, it was about being closed or sold.

The CHAIRMAN. Permit me to state that there was an acceptance of George Irving's offer to sell on the 28th of April, but that that sale was not consummated until a long time subsequent. I ask you whether you did not, after being informed by Schell that the property was

about being sold to the government, and before the title and deeds passed, interest yourself to have the thing closed and consummated?

Answer. I could not have done it. I could not have assisted towards it, and did not. I could not have assisted towards it if I attempted it.

Question 86. Did you ever see Mr. George Irving's offer to sell this property to the government?

Answer. I saw it since this committee has been appointed.

Question 87. Did you see it before?

Answer. I do not think I did. I am certain I did not.

Question 88. Did Governor Floyd inform you when he had accepted this offer?

Answer. He did not. I might not have been here, and I do not suppose I inquired of him.

Question 89. Were you here on the 6th of July last?

Answer. I was in New York on the 4th of July last, certain, because I paid a great many visits there.

Question 90. Were you here on the 6th of July?

Answer. I think not. I think I confounded July with January in my last answer in which I stated I paid a great many visits. I think I was in New York on the 4th of July. The reason I am certain I was not here is, that I understand Mr. William C. Wetmore, a lawyer, was here presenting this claim before the government, and if I had been in Washington city I have no doubt that I should have seen him, and I never saw him until some time ago in New York.

Question 91. Why would you have seen him?

Answer. Because I am at the War Department nearly every day when I am here, and if I had been here when he was here attending to the business I could not have missed him.

Question 92. Were you here on the 6th, 7th, and 8th of July, 1857?

Answer. I do not think I was here.

Question 93. On either of these days had you any communication, orally or in writing, in relation to this matter?

Answer. Not that I recollect of.

Question 94. Do you recollect being at the War Department between the 24th and 29th of April, 1857?

Answer. I do not.

Question 95. Do you recollect receiving any communication from Richard Schell or Augustus Schell during that month in relation to this matter, either in writing or orally?

Answer. I have no recollection of any such communication. I never received a communication of any sort from Augustus Schell, so far as I have any recollection.

Question 96. Did you receive any from Richard Schell?

Answer. I have no recollection of receiving any communication at that time from him, orally or in writing.

Question 97. Between the 23d and the 29th of April, 1857, had you any conversation with Governor Floyd in relation to this purchase?

Answer. I have no recollection of it.

Question 98. You think you were at the War Department during that time?

Answer. If I was in town.

Question 99. Do you not remember being in town?

Answer. I do not. I spend very little of my time here.

Question 100. Do you know what the agreement was as to the payment by the government on account of this purchase?

Answer. I do not.

Question 101. Did you never know?

Answer. I have heard of it since.

Question 102. From whom?

Answer. I have heard it from general talk.

Question 103. Did you ever write Richard Schell, or Prosper M. Wetmore, or John C. Mather, or George Irving, in relation to the time the payment would be made by the government on account of this purchase?

Answer. I do not recollect. If I heard anything about it, I may have written; but I have no recollection of it. If they asked me and I inquired, I wrote, no doubt.

Question 104. Were you ever on this property?

Answer. Never.

Question 105. Did you ever see it?

Answer. Never in my life. I never saw a man who did see it to knowledge, except General Wetmore, who told me he had been on it.

Question 106. When was that?

Answer. It was some short time ago, since the appointment of this committee.

After reading over his testimony on the 18th of May, Mr. Latham appeared before the committee on the 19th, and requested leave of the committee to make the following additions, which was granted. He amended his answer to the 9th question by adding the following:

I would state that Governor Floyd does not allow me to act as agent for any person, or to take an interest in any contract before his department; I have given him offence on several occasions by trying to serve my friends who wanted patronage from his office, and he stated to me distinctly, on more occasions than one, that I could not act as his private agent if I attempted to interfere with any business of the government which came before him.

He amended his answer to the 54th question by adding the following:

Between the middle of April and the 1st of July, 1857, Governor Floyd put in my hands some $50,000 of Virginia State stocks, and at a later period some $4,000, and I borrowed of the president of the Bank of the Republic, New York, over $30,000. Governor Floyd hardly ever knows from whom I borrow money at the time it is obtained, and frequently not until his account is rendered.

He amended his answer to the 62d question by adding the following:

Mr. Richard Schell did ask me to see Governor Floyd upon the subject of the sale of the property; I do not remember what passed, but suppose I gave Mr. Schell whatever information I received.

Question. When was that?

Answer. I cannot recollect the month, but I think it was in May or June.

WEDNESDAY, *May* 19, 1858.

R. W. LATHAM's examination continued.

Question by the Chairman. Were you in Washington, stopping at Willards, on the 23d of April, 1857?

Answer. No, sir.

Question. Did you, between the 24th and 28th of April, 1857, meet John C. Mather here, or see him at the War Department?

Answer. I do not recollect.

Question. Did you not have frequent interviews with Richard Schell, John C. Mather, Prosper M. Wetmore, and George Irving, or either of them, in relation to the purchase of this Willett's or Wilkins' Point property by the government?

Answer. I did not.

Question. Have you, for yourself or others, ever, directly or indirectly, received any benefit from the sale of the Wilkins' or Willett's Point property to the government?

Answer. I have not.

Question. Did you not, in March or April, 1857, procure a book at the War Department, or from any one connected with that department, containing the general appropriations by Congress for fortification purposes; and, if so for what purpose did you procure it, and what did you do with it?

Answer. I do not recollect procuring a book; I may have done so.

Question. Did you not go to Richard Schell or Prosper M. Wetmore with such a book in the months of March, April, May, June, or July, 1857, and ask either of them what was being done in relation to the sale of the Wilkins' or Willett's Point property, or any other property, to the government?

Answer. I have no recollection of going to him with such a book, or making such a statement, or anything like it.

Question. Did you not go to Richard Schell with the intention or desire of becoming interested in the sale of that property to the government; and did you not then secure, or have promised to you, for yourself or others, an interest in the proceeds of that sale, provided it was consummated?

Answer. I never did go to him with such a proposition.

Question. Did not Richard Schell, in the months of March, April, May, June, or July, discount paper for you, or through you, for others, with the understanding that in the event of the purchase of this Wilkins' Point property, or other property, by the government, that paper was not to be redeemed?

Answer. He never discounted for me, or through me for others, any paper that was not to be paid. He never discounted any paper for me with an understanding that it was not to be paid.

Question. Did not Richard Schell, after the 8th of July, 1857, discount a note or notes for you, or through you for others, with the direct or indirect understanding that the money he so advanced came out of

the proceeds of the sale of the Wilkins' or Willetts' Point property to the government, and that said note or notes were never to be redeemed?

Answer. He did not.

Question. Did he not discount paper for you, or through you for others, with the understanding that the purchase of this property at Wilkins' or Willetts' Point, was in some way to aid in its repayment.

Answer. He did not.

Question. Do you not know that the draft given by the War Department for $115,000, in payment, or part payment, for this property, went into the hands of Richard Schell?

Answer. I do not.

Question. Had you not an interview or interviews with Richard Schell, John C. Mather, Prosper M. Wetmore, and George Irving, or either of them, in which you related to them, or either of them, what part you took in urging the speedy consummation of the purchase of this property, and payment of the purchase money by the government?

Answer. I have no recollection of any such conversation with them, or anything which approached it in meaning.

Question. Where did you see George Irving's offer to sell this property to the government?

Answer. I saw it at Governor Floyd's house.

Question. When?

Answer. Since this investigation has been ordered.

Question. How came you to see it?

Answer. I was at his house and saw it. He was reading some papers there, and I looked at this and some of the other papers.

Question. Did you ask him to show you the papers connected with this Wilkins' Point property?

Answer. I did not.

Question. Did he show you the papers voluntarily?

Answer. At the time I saw the paper he was reading.

Question. Reading this paper?

Answer. The papers connected with this matter.

Question. Did you then have a conversation with him in relation to this whole transaction?

Answer. I had.

Question. State the substance of that conversation?

Answer. I do not know that I could state distinctly what occurred; it was a general talk about the property, and about whether he had been cheated in the purchase.

Question. When did that occur?

Answer. Since the appointment of your committe.

The Chairman. This committee was appointed on the 9th of February. State, to the best of your recollection, what month it was.

Witness. I suppose it was after that.

Question. Was it in February or March?

Answer. I do not recollect.

Question. Was it in April?

Answer. I do not recollect.

Question. Was it in May?

Answer. I think it was either in February or March.

Question. Had you any conversation with him in reference to this matter, after you had been subpœnaed to attend here as a witness?

Answer. I was subpœnaed between six and eight o'clock at night, and determined to remain. Next morning I received a letter urging me to come to Louisa, Kentucky. I felt satisfied that if I mentioned the subject to Governor Floyd he would not agree for me to go, and I, therefore, did not hint it to him. I addressed a letter to Mr. Haskin, asking the postponement of my examination for two weeks, from the 3d of May, and left the city.

Question. On what day?

Answer. I addressed you the letter on Wednesday, and on Thursday I left for Kentucky.

Question. How did you send the letter to me?

Answer. I put it in at Willard's.

Question. And after the receipt of the subpœna you did not mention the subject to Floyd?

Answer. I never hinted it to him.

Question. You say that he would not have left you gone if he had known it; explain what you mean by that?

Answer. Being his agent, if he had known that I was subpœnaed, he never would have consented to my going off. He stated to me, on my return, that for one thousand acres out of the heart of his Warfield estate, he would not have had me leave after I was subpœnaed.

The Chairman. The letter you wrote me was dated the 28th of April, and you have stated you were subpœnaed the night before, that was the 27th?

Witness. I think it was.

Question. And you received the letter from Kentucky on the following day, when you wrote me this letter?

Answer. I did, and started the next day.

The Chairman. I did not receive your letter until March 30, and I immediately laid it before the committee, and wrote you a reply.

Question. You received the letter informing you of business which called you to Kentucky on the 28th?

Answer. I did.

Question. Did you not state to Mr. Cole, when he served the subpœna upon you, that you had urgent business which demanded your immediate presence in Kentucky?

Answer. I stated that I was just about to start for Kentucky, and was very sorry that he had summoned me, and Mr. Cole replied that I could not go away without the consent of the committee. I determined to stay until I got the letter from Louisia.

Question. Did you not telegraph Richard Schell or any person in New York, in the month of April or May, 1857, that the Secretary of War had accepted George Irving's offer to sell this Wilkins' or Willett's Point property to the government?

Answer. I never sent a telegraphic despatch to Richard Schell or any of them to my knowledge on any subject.

Question. Did you not write to or telegraph any persons anywhere in the months of April or May, 1857, in relation to the sale or purchase of this Wilkins' or Willett's Point property?

Answer. I am certain I did not.

Question. How came you to have conversations with Governor John B. Floyd in relation to the purchase of this Wilkins' or Willett's Point property?

Witness. Could you tell how you came to have conversations with a man with whom you were intimate?

The Chairman. I could, certainly.

Witness. I have talked with Governor Floyd upon almost every subject, and I could not tell how it came up.

Question. You say you think you met George Irving in Prosper M. Wetmore's office; did you not meet him there by appointment, or had not Prosper M. Wetmore agreed or given you to understand that he would have him there, so that you could meet him?

Answer. He did not, that I have any recollection of.

Question. What passed between George Irving, Prosper M. Wetmore, and you at that interview in Wetmore's office?

Answer. I could not say.

Question. Was anything said to you at that interview in relation to the sale of this Wilkins' Point property?

Answer. I think not.

Question. Did not Richard Schell know that you were the agent for Governor Floyd in his private business?

Answer. I have no doubt he did.

Question. Did you not so inform him when you desired him to discount paper for the governor?

Answer. He discounted paper for me for Governor Floyd long before I was Governor Floyd's agent.

Question. Have you, for yourself or others, borrowed money from Richard Schell since June, 1857?

Answer. I believe I borrowed some money from Richard Schell.

Question. Has that money ever been repaid, and was it not loaned to you with the understanding that Schell was never to receive it back, but held himself satisfied with the amount of money he had received in payment for this Wilkins' or Willett's Point property?

Answer. The money borrowed has been returned. I think it was loaned on some Virginia State bonds which Governor Floyd sent me, and I have sold the bonds since and paid it.

Question. Have you never been interested, or has the Secretary of War, John B. Floyd, through you, never been interested in the giving out of any contracts, or the transaction of any business by the War Department?

Answer. In no solitary instance to the amount of one cent; nor would I insult him by such an insinuation.

Question. Did you not, between the 22d and the 27th of May, meet Richard Schell, John C. Mather, and Augustus Schell here?

Answer. I may have done so.

Question. Did you not converse with one or all of them in relation to this Wilkins' Point transaction?

Answer. I have no recollection of meeting them or having any conversation with them.

THURSDAY, *May* 20, 1858.

Committee met at 10 o'clock. Present—the Chairman, (Mr. Haskin,) Mr. Hopkins, Mr. Wood, and Mr. Florence.

HOWELL COBB sworn. Examined by Mr. Florence:

Question. State to the committee whether you recollect of any conversations having been held in the Cabinet in relation to the purchase of this Wilkins' Point property by the government?

Answer. The subject was before the Cabinet on several occasions, but I cannot undertake to state the conversations that occurred in detail in reference to it. Some of the facts connected with it are very fresh in my memory and others are very indistinct. I recollect that Governor Floyd brought the question before the Cabinet, and I think he had a programme of the land, but I am not certain about it. He had some memorandums with him. The question of the value of the property and the price asked for it was discussed, but I do not now recollect the exact amount of its value. Not being connected with my department it did not attract my very particular attention. In determining upon the question of the value, as well, perhaps, as that of the suitableness of the place for the purpose, it was suggested that perhaps it would be as well to have the matter investigated by some persons in New York in whom the department placed confidence, and it was on the suggestion of some one that a commission of that kind was appointed. I do not now recollect who suggested the names of Mr. Augustus Schell and Mr. Fowler, but there is a very indistinct recollection on my mind that I suggested them myself. They were suggested because they were the two office-holders of the government holding the two prominent places. They were appointed. Mr. Fowler then being in office, and Mr. Schell had not gone into office yet, perhaps, but had received his appointment. As to the details of the discussion of this matter in Cabinet, I do not recollect; and perhaps the reason I recollect what occurred about these two commissioners was the fact that it seemed very proper to me that two officers of the government should be sent, and my mind was impressed with the idea that it was the best protection the government could have.

Examined by the Chairman, (Mr. HASKIN:)

Question. Did Governor Floyd state in the Cabinet that an act had been, or was about being, passed to condemn this property?

Answer. I cannot recollect that any conversation occurred on that subject. The matter was up in the early stage of the administration, when a great many questions were under consideration, and this business connected with another department was not apt to occupy my special attention. If there was a discussion of that kind it has passed from my mind.

Question. Do you recollect whether Governor Floyd stated in Cabinet that the property could have been obtained prior to the first of April for $100,000?

Answer. I do not recollect the amounts which were mentioned.

Question. Do you recollect whether or not Governor Floyd submitted to the Cabinet the corrrespondence which passed between General Totten, chief of the engineer bureau, and the owner of this property?

Answer. I do not now recollect whether he did or not. I know there was a good deal of conversation in regard to the price of this property, and the reasons why the price was larger than what we thought the land was worth; but I cannot speak with any certainty as to the details submitted at the time. The subject was up on more than one occasion, and the conversations in relation to it went pretty fully into details, calculations being made as we were sitting around the table as to what would be the amount per acre, but the details I forget.

[The letter of Governor Floyd, dated Washington, April 13, 1857, to Augustus Schell, which letter appears in Governor Floyd's testimony, was here shown witness.]

Question. Do you recollect whether that letter was submitted to the Cabinet by Governor Floyd.

Answer. I do not recollect. The failure on my part to recollect any of these conversations in the Cabinet ought not, for the reason I have stated, to be regarded as the slightest evidence that they did not occur. At that time the Cabinet met every day, and was in session five times a day, and a great many questions were up; my memory is not the best under any circumstances, but under these circumstances no one could recollect

Question. Was the offer of Mr. Irving, the nominal owner of the property, submitted to the Cabinet by Governor Floyd?

Answer. I cannot say.

Question. Was the endorsement of Governor Floyd upon the back of Irving's offer accepting it shown to the Cabinet, and did it meet with their approval?

Answer. I am not able to answer distinctly as to that. My recollection is that in the conversations which occurred in the Cabinet upon this subject the negotiations were explained to the Cabinet, and the offers that had been made, and though I do not recollect that any formal decision was come to, there was a general concurrence upon the propriety of the policy that ought to be pursued in reference to it.

Question. A general concurrence in the propriety of the acceptance of this offer.

Answer. A general concurrence of opinion as to what was agreed upon there, in the view of the Cabinet in reference to it; but it is utterly impossible for me to recollect what that was.

Question. Was the fact ever called to the attention of the Cabinet, when this offer asking $200,000 for the property was under consideration that the amount appropriated by Congress for the fortification was $150,000.

Answer. If there was any dissension on that point it has escaped my recollection.

Question. Was the fact called to the attention of the Cabinet by Governor Floyd that this property could have been purchased prior to the first of April for $100,000?

Answer. I cannot pretend to recollect any of these facts. The amount of the appropriation was referred to, because we had the statute before us, but what the appropriation was, and the price asked for the property, I have forgotten.

Question. The price paid for the property was $200,000, and the appropriation for the purpose by Congress was $150,000; I desire to know whether the Cabinet approved of the purchase of this land at $200,000, when only $150,000 had been appropriated?

Answer. I do not now recollect the discussion on that point. It may have been; but if so, it has passed from my memory.

Question. Did the Cabinet confine their discussion to the best mode of obtaining this property by issuing this commission, or otherwise?

Answer. You perceive that this matter was up on more than one occasion, and I cannot undertake to state what the discussion was confined to, or how much ground was covered by it, for the simple reason I have already given; my memory is too indistinct as to what occurred. I never supposed the matter would again be referred to, and I did not tax my memory with it.

Question. Was the subject of the purchase of this property, and the price the government ought to pay, ever discussed in Cabinet after the appointment of the commission to which you have referred?

Answer. At what time the discussions in Cabinet in relation to this subject took place, whether before or after the appointment, (except the meeting at which it was agreed that these gentlemen should be requested to examine into the matter,) I do not now recollect. I think it likely that there were discussions afterwards, but I do not recollect.

Question. Was your special attention called to this subject?

Answer. It was not called further than in the discussions which took place in Cabinet. If this business had been connected with my department, my recollection would have been far more distinct; and I have no doubt that Governor Floyd's recollection in relation to the matter is far more distinct and more to be relied upon than mine.

Question. At that time Mr. Redfield was the collector of New York, was he not?

Answer. Yes, sir. Mr. Schell was appointed some time before that, and his appointment took effect in July. He was the appointee of this administration some time before he went into office.

Question. Did you have any conversations with John C. Mather, Richard Schell, or Prosper M. Wetmore in relation to this purchase?

Answer. None at any time, that I recollect of.

Question. by Mr. HOPKINS. In the purchase of property by the government is there any fixed rule that it shall be taken under an act of condemnation, or anything of that kind?

Answer. I am not aware of any fixed rule on the subject. In each case the course is pursued which is thought best. Sometimes there are circumstances which makes it necessary to proceed by a condemnation. My own idea is that the government ought to resort to condemnation as little as possible. It is a very odious mode of getting possession of property, and ought to be avoided when it can; but there are cases in which you are compelled to resort to it. There is no invariable rule on the subject.

FRIDAY, *May* 21, 1858.

Committee met at 10½ o'clock. Present—Messrs. Haskin, Wood, and Florence.

E. CROSSWELL, sworn. Examined by the Chairman:

Question. Where do you reside, and what is your business or profession?

Answer. I am engaged as one of the acting directors of the United States American Steamship Company. My residence is at Hastings, New York.

Question. Do you know of an appropriation made by Congress for the commencement of a fortification opposite Fort Schuyler?

Answer. I have no knowledge as to when it was made or what the amount was. I heard something about it through the newspapers, but I never taxed my mind with it.

Question. During the months of March, April, May, June, and July did you ever have any conversation with John C. Mather in relation to the subject?

Answer. I have no recollection of any at any time.

Question. Did you during these months have any conversation in relation to the subject with Richard Schell?

Answer. I have no recollection of any.

Question. Did you have any with Augustus Schell?

Answer. No, sir.

Question. Do you know George Irving?

Answer. I have had no acquaintance with him in New York. I was introduced to him here.

Question. Before the consummation of the purchase of this property by the government did you have any conversation with him in relation to it?

Answer. No, sir; none.

Question. Do you know Prosper M. Wetmore?

Answer. I have known him twenty years.

Question. During the months of March, April, May, June, or July, 1857, had you any conversations with him in relation to the purchase of this property?

Answer. Not that I remember. I will here state that I have no recollection of having heard anything connected with the matter until it was talked of in the newspapers and came up here.

Question. Were you here in April, 1857?

Answer. I think I was.

Question. Did you at that time have any conversation with Governor Floyd, Mr. Latham, or Mr. Drinkard, in relation to this matter?

Answer. No, sir.

Question. None at all?

Answer. None whatever.

Question. You know nothing of the facts and circumstances connected with the sale and purchase of this property by the government?

Answer. No, sir; I never heard of it until I saw it in the newspapers this November or December.

Question. You borrowed the evidence of Mr. Augustus Schell from one of the members of the committee; what did you do with it?

Answer. No, sir; I took a copy at Mr. Schell's request. When he went away he told me that he had requested a copy of this testimony, and wished me to get it and send it on to him.

Question. What was the object for your doing so?

Answer. I do not know further than that he desired it. He told me that he had requested a copy of his testimony from a member of the committee, which he had not received, and he wished me to get it and send it to him.

Mr. Florence. Mr. Schell asked me about obtaining a copy of his testimony, and I told him I thought he could procure a copy; but I had forgotten it from that moment to this. I told him that, at all events, Mr. Sheridan would permit him to review his testimony.

Mr. Wood. A friend of Mr. Schell's requested me to state to the committee that Mr. Schell would like to have a copy of his evidence, and I remarked that I could see no reason why he should not have it; that I was not present when he was examined, and that I should like to see it myself. I informed the chairman that I wished a copy of Mr. Schell's testimony, and desired the clerk to write it off for me, which he did. I took the copy up to my hotel, read it over, and gave it to Mr. Crosswell to send it to Mr. Schell. I do not see any impropriety in Mr. Schell having a copy of his testimony sent to him. He was not here to examine it, as the other witnesses have done, and I think he had a right to see it. In my opinion, it was perfectly right, although the chairman differs with me

Mr. Haskin. We differ as to this. I would have had no objection to Mr. Schell coming here and reading over his testimony; but it must be apparent to the gentlemen of the committee that if each witness is permitted to have a copy of his evidence, the statements of those who are yet to be examined might be materially affected by their knowing what had been testified to by those who had gone before them; and thus the object for which the committee was appointed might be frustrated. The principal object I had in view, however, in questioning the witness about Mr. Schell's evidence was to ascertain whether he had furnished copies of it to any senators?

Witness. No, sir; I do not think any of them saw it. I will say this: Mr. Horace F. Clark asked me, whilst I had a copy of the evidence lying on my room-table, whether I had seen it, and I told him that I had a copy of it, and if he came to my room he could see it; but he did not come.

The CHAIRMAN. Mr. Horace F. Clark asked me about his evidence and I told him, as near as I could recollect, everything he swore to. I know his examination was a satisfactory one, [and proved to me that he had nothing to do with the combination which effected the sale of this property to the government.]

The chairman denied having uttered the words as above, "and proved to me that he had nothing to do with the combination which effected the sale of the property to this government," and permits its

publication here to be made in connexion with his statement in denial contained in journal page 73.

Mr. Wood. That was an additional reason for my supposing that there could be no objection to his having a copy of his evidence. I have heard out of doors, and have seen in the newspapers, what has occurred here in committee; and, knowing that I had never imparted such information, I did not think any importance would be attached to giving Mr. Shell a copy of his evidence.

May 11, 1858.

P. J. Joachimsen, sworn:

Examined by the Chairman, Hon. J. B. Haskin.

Question. Where do you reside, and what is your profession?

Answer. I reside in the city of New York, and I am an attorney at law.

Question. How long have you been the assistant United States district attorney for the southern district of New York?

Answer. I went into office on the 4th of September, 1854, remained in during the whole of Mr. Pierce's administration, and am still acting in the capacity of substitute district attorney, which office was conferred on me in November, 1856, by Mr. McClelland and Mr. McKeon, under the act of August, 1856.

Question. State what you know in relation to the sale and purchase of the Wilkins' Point property by the government, in 1857, for fortification purposes?

Answer. I know nothing in regard to the purchase or sale of the property, except so far as it was connected with the request made by the War Department to examine the title. I think in the latter part of May, 1857, the Secretary of War sent to the district attorney to investigate the title to what we know as Willett's Point, and it was referred by me at once to Mr. Benton, a gentleman who assisted us in the searching of titles. He had it in hand until, I think, the 16th or 18th of June, when he returned the paper to me saying that he had made some progress in the matter, but was going away to see his son and could not attend to it further; he also told me that Wm. C. Wetmore, and R. H. Bowne, were the counsel for the sellers; that he had seen them and had some communication with them, and that there were several points that required attention. There were some incumbrances upon the property, and, in regard to the conveyances this fact appeared, that a party who had willed the property to his children, through whom the title was made, had acquired the property by a different name. I think the name was Mears or Myers, or some such name, and the question was what evidence would be wanted to establish the identity between the testator and the party who had taken the title. I kept the papers with the view of ascertaining all these matters and to see what construction could be put upon it here before going any further, or to the expense of having all the documents required by the then recent instructions of Attorney General Black. Having occasion to visit Washington on the first of July, 1857, I brought the memorandum or abstract, so far as it had been completed, on with me. During my transit here, I met a gentleman, Mr.

Turner, who said that it was desirable that the matter should be closed as early as possible.

Question Had you any other conversation with Mr. Turner?

Answer. I had. He stated to me that the land was worth about $500 an acre; that he had some land next to it which he would be willing to sell for $500 an acre. I asked him whether he would not charge for the advantage of the land being on the Sound, and he replied that that was worth very little, because the property opposite could be had for $500. He said that the parties who sold this property to the government had made a good thing out of it.

One of the reasons why the matter had not been pushed was that a map was wanting. We had not received a map of the premises from the department, and I called at the War Department and saw the chief clerk, Mr. Drinkard, and was told by him that the map had been sent to New York whilst I was coming on. A clerk who had charge of the transaction happened to come in, and some conversation took place between us as to whether it could not be arranged that the mass of papers need not be produced at the Attorney General's office; whether they would be satisfied at that office with the usual New York searches. I suppose you know what the Attorney General requires?

The CHAIRMAN. We do not.

WITNESS. The instructions of the Attorney General of the 4th of June, 1857, require that the seller shall submit certified or authenticated copies of every conveyance referred to in the abstract; certified copies of the wills; certified copies of all the proceedings, the wills, deeds, and everything that appears on the abstract, and also require that the district attorney shall certify his opinion as to the title; that the local laws are correctly given, and that the matter is all straight.

Question. Was this on the 1st or 2d of July?

Answer. It may have been on the 2d of July—it was between the 1st and 3d. I called at the Attorney General's office and saw Mr. Gillett, and submitted the question, whether the papers could not be dispensed with, and I was informed that the Attorney General's instructions must be complied with. I left Washington then, and arrived at New York on the 4th of July, having the papers in my possion. I met Mr McKeon in the office there and told him that I had the papers. He told me that he was going up to Long Branch for a few days to see his wife, and I told him that I was going to Newport to see my family. I took those and other papers with me, for the purpose of closing them up, and on Tuesday, the 7th, I received a despatch from Richard Schell, to the effect that he wished me to come down to New York immediately, that he wished to employ me as counsel. I understood from Mr. McKeon that he left a copy of the despatch with you. I considered very much whether I should go down; I thought that Schell, who had other counsel, had no need to employ me as his counsel, unless he had some special object in view; then, on the other hand, I considered that Mr. McKeon was absent, and that the parties, under the circumstances, were entitled to, without delay, and that it was my duty to go down and see to it, even at expense and inconvenience to myself. I came down, and arrived in New York on Wednesday, the 8th, and found to my surprise, Mr.

McKeon there. I communicated the despatch to him, and called his attention to what seemed to me a rather extraordinary proposition on the part of Mr. Schell, and mentioned to him the difficulty which was in the way. Whilst we were conversing Mr. Schell came in; he told Mr. McKeon that he wanted the matter closed at once, and I told him that it was not possible to close it, that we must go to Queens county and inspect the records, that we had no searches, and that I understood there were incumbrances upon it; he said that Mr. Wm. C. Wetmore was in Washington, and that he would satisfy the Attorney General that the title was all straight.

Question. Did he state that William C. Wetmore was here on his behalf?

Answer. That he was here on behalf of this purchase. He produced, I think, a telegraphic despatch from Wetmore to him, Schell, saying that McKeon should certify that the taxes were paid. I demurred to the proposition. In the first place, I thought it was not the official course to take, the Attorney General was overriding the district attorney by such a course; but still we wanted to accommodate the parties as far as we could, and it was settled that either myself or Mr. Smith should go up into Queens county that day and make the necessary inquiries. Mr. McKeon asked Schell what object he had in pressing the matter so; whether he had any interest in it; and Schell's answer was that he had advanced a large amount of money; that money was getting tight, and that he could get the money at once on Mr. McKeon's certifying that the taxes were paid. Mr. McKeon said, "Why, Schell, do you do business in that way? Do you advance money on such contingencies?" Mr. Schell replied, "That is my business; I take big risks to make big profits," and, said he, "I will pay you both a good counsel fee, provided you put this thing through to-day." Mr. McKeon told him that counsel fees were not needed in the office; that the government paid for all services that it required to be performed; and that, if it was only a question of taxes, if he (Schell) would indemnify him with a reasonable amount, he would telegraph the Attorney General that security for taxes had been deposited with him. Mr. Schell then drew two checks.

The CHAIRMAN. Mr. McKeon, in his testimony, went over all that ground, and you need not be so specific.

Witness. I asked Richard Schell before Mr. McKeon about the incumbrances on the property, and he said that Wetmore had the satisfaction pieces with him, and that as soon as they got the money, or draft on Cisco, that the satisfaction pieces would be delivered here to the Attorney General, and then, perhaps, be transmitted to us to be recorded.

Question. Did he say that those mortgages had been paid, or did you understand him that the satisfaction pieces had been left with Wetmore, who was to pay off the mortgages after the money was received from Cisco?

Answer. I understood him that Wetmore had the satisfaction pieces to deliver. I suggested to Mr. McKeon, in regard to the checks which Schell placed in his hands, that they ought to be certified, and I started with Schell down to the banks to have them certified. On the way down Nassau street Schell again proposed that he would give me

$500 if I put the matter through that day. I told him that I did not need it; that he would do me a much better service if he would get his brother Agustus to appoint a friend of mine, and he said that he had no influence whatever. The next day Mr. Schell came in for his checks, and said that the matter had been closed; that Wetmore had received the money and had come back.

Question. That was on the 9th of July?

Answer. Yes, sir. I called down to see William C. Wetmore to know how the operation had been done, and to get from him all the searches, &c., so as to make up the abstract, certifying according to rule; and he told me that the matter had been settled here with the Attorney General, who did not require any certificate from the district attorney; that he would take the word of any respectable lawyer that the matter was straight. With that I returned to the office, and proposed to Mr. McKeon to write to the Attorney General, enclosing him all the papers we had, and limiting our statement to this: that if the matters of fact were such as had been represented to us as having been stated to the Attorney General, then the title in our opinion was good. I think the closing words of the letter were, "I therefore limit my official action to certifying, that if the matters of fact, as represented to you, are true, then there seems to be no objection to the title." I think three days after this the papers were returned from the Attorney General's office, with the statement that the Attorney General's department had not employed the district attorney, and that the papers must in the regular course be returned to the department from which they were sent, which department would send the papers to the Attorney General for his opinion. I think they were so sent. That is all I know about the matter until after this committee was raised, when I met Wetmore in the cars and asked him whether he had the abstract, and he said that the district attorney did not want the certificate of the district attorney at all; that he did not care about it.

Question. Did the United States district attorney search the title of the brick church property?

Answer. He has searched the title of every piece of property purchased by the government for light-house purposes, or for any purpose.

Question. Is it customary for the departments to submit such questions to the United States district attorney?

Answer. Yes, sir; under the joint resolutions of 1841, and Mr. Toucey's instructions, when he was Attorney General.

Question. Did you ever see Richard Schell at the office of the United States district attorney before the time you have specified?

Answer. No, sir. Wetmore called once to see simply how the matter was getting along, and to say that if any searches were wanted, he had them at his office. This was some time between the 18th of June and the 1st of July.

Question. Richard Schell never called at your office before the time you have mentioned?

Answer. No, sir.

Question. Did Augustus Schell ever say anything to Mr. Keon about it?

Answer. No, sir.

Question. Did you ever see George Irving at the office of the United States district attorney in relation to this matter?

Answer. I did not know until after this committee was appointed that George Irving had had anything to do with it.

Question. You had the whole charge of this matter in your office?

Answer. Yes, sir; but you see it was so incomplete that I would not have advanced a sixpence on it at the time.

Question. Who did you understand were the sellers of this property to the government?

Answer. I understood that the parties who owned the land, and who had held it for some years.

Question. Do you know George Irving?

Answer. I do not. I never saw him.

Question. Did you ever see Prosper M. Wetmore in relation to the sale of this property to the government?

Answer. I have had some conversation with prosper M. Wetmore on the subject since this committee has been raised.

Question. Had you any conversation with him during the time of the purchase?

Answer. No, sir; I did not know that there was any one in it.

Question. In the passing of titles for other pieces of property in New York have you ever known, whilst you have been substitute district attorney, of a case where a mortgage has been left upon the property by the government?

Answer. No, sir.

Question. Have you ever known of a case where the appropriation was exceeded in the purchase?

Answer. No, sir. In point of fact, that would not be known in our office at all, because we do not know what appropriation may have been made.

Question. Did you ever see any other persons, before or after the consummation of this purchase, in relation to the matter?

Answer. No, sir.

Question. Do you know why the attorney general took the investigation of this title out of the hands of the district attorney?

Answer. No, sir; I know of no reason.

Question. Did you know of any relations existing between the Secretary of War and Mr. Schell?

Answer. I did not know. I had heard of some, but I did not know of any. I do not know the Secretary of War; I never saw him in my life that I am aware of.

Question. Did Attorney General Cushing, in all causes, submit the titles of property the government was about purchasing in New York to the United States district attorney for that district?

Answer. Yes, sir; by law no payment can be made for property except after the Attorney General has approved the title and jurisdiction has been ceded to the State.

Question. Did you draw up the act for the cession of jurisdiction and condemnation of this property?

Answer. Not that I recollect.

Question. Did you see John C. Mather here at the time you were here?

Answer. No, sia.

Question. Did you come on here at the request of any parties interested in this matter?

Answer. No, sir; I came on to get one quarterly salary due the 30th of June.

Question, by Mr. WOOD. Did you render any services for Mr. Schell, or any of these parties in this transaction, for which you were paid a fee by them?

Answer. No, sir.

FRIDAY, *May* 28, 1858.

Committee met at 10½ o'clock. Present: Mr. Haskin, (chairman,) Mr. Wood, and Mr. Florence.

GUSTAVUS FRINGS sworn:

Examined by Mr. FLORENCE.

Question. Are you acquainted with the property on Long Island known as Wilkins' Point?

Answer. Yes, sir; I know Mr. Wissman bought it in the year 1852, for $35,000.

Question. What do you know of its present value, and of its value in April, 1857?

Answer. I think it is worth $1,000 an acre.

Question. How do you arrive at that conclusion?

Answer. I bought land a little below, twenty-two acres, at $1,250 an acre.

Question. What would the whole property at Wilkins' Point be worth—say 110 acres?

Answer. To me, I think, it would be worth about $1,000 an acre. I sold some parts of that land which I bought, which is two miles nearer New York, at $3,000 and $2,500 an acre.

Question. What did you sell it for?

Answer. For country seats.

Question. Do you consider the difference between that property of yours and the property at Wilkins' Point to be $2,000 an acre?

Answer. My property is nearer the city, and we have a steamboat landing there, which makes a better communication.

By Mr. Florence. I ask you whether you consider your property worth $2,000 an acre more than this at Wilkins' Point?

Answer. I sold some of my property for $3,000 an acre, but I would not pay that for it. I bought these 22 acres from the widow Van Whyt last year, at $1,250 an acre, and sold at $3,000.

Question. Then, if you would have given $1,000 an acre for this property at Wilkins' Point, how much would you have sold it at?

Answer. I think about $3,000. I bought three farms. The first I bought in 1852; paid $500 an acre for it; laid it out in lots, and sold them for $120 apiece, making $1,500 or $1,600 an acre. I next bought the farm adjoining, and paid $600 an acre for it, and sold it

at the rate of $2,500 an acre; this was three years ago. Two years ago I bought Major's farm, containing 37 acres, for $37,000, and sold all the water front at $3,000 an acre, and the upper part for $2,000. Last year I bought 22 acres from the widow Van Whyt, at $1,000 an acre, and I have the refusal, at $1,000, of the other part of her farm, containing 32 acres, until next June; this land is just adjoining College Point. I sold six of the 22 acres at $3,000 an acre, and four acres at $2,500, with water fronts.

Examined by Mr. HASKIN.

Question. You sold these 22 acres you purchased in small parcels, did you not?

Answer. I sold one parcel of six acres and one of four, and I still have nine on hand which I have not sold.

Question. Is it not thickly settled around there?

Answer. When I bought the property there were over 200 inhabitants, now there are about 3,500. The farms I bought do not interfere with the village, they lay off to the side.

Question. How many buildings are there in the vicinity of your property?

Answer I sold the first farm I bought in lots, but the rest in country seats.

Question. It is settled all around there?

Answer. Yes, sir; there is a large India Rubber Company there.

Question. You have facilities for reaching New York from there by steamboat?

Answer. Yes, sir; we have our own boat.

Question. To what country do the people mostly belong who are settled there?

Answer. They are Germans.

Question. You are a German?

Answer. Yes, sir.

Question. How long have you been in this country?

Answer. Ten years and longer.

Queston. Would you have been willing to purchase the whole of this Wilkins' Point property, (say 110 acres,) in April, 1857, and paid $1,000 an acre for it?

Answer. I guess not; because I could have done better with the land adjoining mine at College Point.

Question. Would you have given in April, 1857, $1,000 an acre for this Wilkins' Point property?

Answer. No; of course not.

Question. When you said that if you had bought it for $1,000 an acre, you would have sold it for $3,000, you meant you would have sold it for that if you could have got purchasers to buy it?

Answer. Yes, sir; it was mere speculation on my part.

Question. Do you know Wissman?

Answer. No, sir.

Question. Did you not know that this Wilkins' Point property had been in the market for sale?

Answer. No, sir; I never knew it until the government purchased it.

Question. How far is Wilkins' Point from the place you bought?

Answer About two miles.

Question. Not further than that?

Answer. Not further, in a straight line.

Question. Is there a steamboat landing near Wilkins' Point?

Answer. No, sir; there was a steamboat landing at White Stone last year.

Question. There is no settlement near Wilkins' Point?

Answer. No, sir; none nearer than at White Stone.

Re-examined by Mr. FLORENCE.

Question. You said that you considered the property worth $1,000 an acre in April, 1857?

Answer. Yes, sir.

Question. And that had you bought it you would have expected to sell it for $3,000 an acre?

Answer. Yes, sir; Henry Day had 28 acres adjoining Wilkins' Point, which he offered to sell me for $1,000 an acre, and I thought of buying it, but the panic coming on I did not buy it.

SATURDAY, *May* 29, 1858.

JOHN CRYDER sworn:

Examined by the CHAIRMAN.

Question. What is your business, and where do you reside?

Answer. I am a merchant, doing business in New York city, and reside in Queens county, on Long Island.

Question. Do you reside at Cryder's Point, in the town of Flushing?

Answer. Yes, sir.

Question. Do you recollect being called upon by Mr. Van Nostrand in relation to the purchase of your point, by the government, for fortification purposes?

Answer. Mr. Van Nostrand, who was a stranger to me, never having seen him before to my recollection, called upon me in the month of March, 1857, and stated that his object was to inquire of me the price of my place. I told him at once that my place was not for sale, and that I did not know his object in making the inquiry. He replied that the inquiry was made in behalf of the government. I then told him that he must be mistaken in the point, that it was the point above that had always been considered the point which the government would need for a fortification. He said that he perfectly understood that, but that the point I occupied might possess advantages which made it desirable; that they had not yet decided what to do, and in the meantime he wanted to ascertain the value of it. I then inquired of him what advantages my point possessed for a fortification, and he said that vessels coming down the Sound were obliged to come head on to my point, and it made it very desirable for a fortification; that vessels could be raked in passing down, and that in addition to that it was a shorter distance between my point and Schuyler than between Wilkins' Point and Fort Schuyler, and that

the communication would be easier in case of a war, and could not be cut off, whilst the communication between Fort Schuyler and Wilkins' Point, being across the channel, might be cut off by vessels above. These seemed to me to be very sound reasons, and I then simply repeated what I had said before, that the place was not for sale. I will say, in a general way, that my improvements cost me $50,000; the place was in a rough state when I purchased it.

Question. Did you fix any price upon your land and improvements in the event of the government desiring to purchase it?

Answer. No, sir. I merely handed Mr. Van Nostrand the memorandum of the cost of my improvements.

Question. What did you pay for your property?

Answer. In the first place I paid about $13,000.

Question. For the 106 acres?

Answer. Yes, sir; nine years ago.

Question. What did you consider your property worth in April, 1857, irrespective of any desire or intention on the part of the government to become possessed of it?

Answer. Every one fixes a sort of value upon their own property and I hardly know what to say. We are very apt to value anything we possess very highly, but in answering the question I will be very honest and not name any fancy price. I would say that the place, as it stands, was well worth and would bring, supposing there was a person who had the means and needed it for the purpose, and I would not ask any price for it. He tried several times to bring me to name a price, but I refused and told him that all I could say was that if the government really needed it, and must have it for a fortification, that I would then ask a fair price for it and not a ridiculous price, and I added that I would sell it, turn my back upon it, and never visit it again, because I had become very much attached to it, having lived there eight or nine years, and had spent a great deal of money on it, having improved it very beautifully.

Question. How many acres were there in your property?

Answer. There were 106 originally, but I then had left, in March, 1857, seventy-two acres.

Question. What had your improvements cost you?

Answer. I am not prepared to say. Mr. Van Nostrand asked me to furnish him with a memorandum of what my improvements had cost me, and I went home and made out a list, but my memory is particularly bad as to dates and figures, I must confess, and I have forgotten it for which it is now used, viz: residence, $100,000. That is not saying that I would ask that price or take it. I speak conscientiously.

Question. Do you know the Wilkins' Point property?

Answer. I have been there occasionally, but I am not well acquainted with it.

Question. How far is it from your property?

Answer. As a mere matter of guess work, I should say it was perhaps a mile distant, or a little over.

Question. Were you called upon in the months of March or April, 1857, to ascertain the value of the Wilkins' Point property?

Answer. The only person who called upon me that I recollect was Mr. Schell, the collector.

Question. When was that?

Answer. Subsequent to Mr. Van Nostrand calling, but I do not know whether it was in the latter part of March or April.

Question. State what passed between you?

Answer. He introduced the thing by commencing a conversation with me about the place, but there was nothing to the point until he inquired what I supposed the value of that property to be. He said that I knew he had called on the part of the government, and that he wanted to find out the fair value of the property. I saw his object, and gave him my opinion.

Question. Did he tell you that his object was to ascertain the value of the property?

Answer. Yes, sir. I told him that I could not very well fix a value upon the property, as after all there was a great deal of fancy in it. That for some purposes the land might be worth a very large price—that is, for particular parts of it—taking out some of the back part of it, which was rather low and not very good. I told him that, without going into any particulars, I should say the land was fairly worth, if wanted for government purposes, (say one hundred acres,) $700 or $800 an acre.

Question. Did that include the improvements upon the point?

Answer. I cannot recollect that it did, but after all I should not think that the improvements would be material in a valuation, because it was rather a poor, cheap house. I knew, when the contract was made for the erection of the house and the laying out of the grounds, that $7,000 was named as the sum to be expended. Perhaps a little more was expended, but I doubt whether the improvements were worth over from $7,000 to $10,000 at the furthest.

Question. How much do you consider your land worth per acre?

Answer. I should consider my land, taking one acre with another, worth $1,000 an acre, independent of improvements. It is a beautiful spot, commands one of the finest views on the Sound, and has a fine gravelly beach.

Question. Is the water deeper in front of your point than at Wilkins' Point?

Answer. Yes, sir; I should think considerably deeper. It runs off shoal for some distance from Wilkins' Point. I am nearer the channel; vessels come very near in at my point.

Question. Did Mr. Schell desire you to sign or write a letter certifying to the value of this property?

Answer. No, sir.

Question. Did he state what he had understood this Wilkins' Point property to be worth from others?

Answer. Not to my recollection. He was only a short time with me, and his inquiries seemed to have reference merely as to what I supposed to be the value of Wilkins' Point, which I gave him.

Question. You gave Mr. Van Nostrand to understand when he called upon you, that although you were attached to your place you would

put no difficulties in the way of the government acquiring it, if they needed it, at a fair valuation?

Answer. He said the government could take it, "seize it," I think he expressed it, and then name appraisers; but I told him that I would not put them to that trouble if they really wanted the place. I felt in this way, that I did not want to be used.

Question. Your property is much nearer a steamboat landing than Wilkins' Point?

Answer. Oh, yes.

Question. And nearer a settlement, White Stone?

Answer. Yes, sir.

Question. And is it not considered much more valuable on account of its accessibility and its nearness to this settlement than Wilkins' Point?

Answer. Yes, sir; very much more valuable, because there is an omnibus comes up from Flushing to my gate. I do not wish it supposed that I have spoken of my property in high terms with the hope of selling it; of course every man, if he has a house, may sell if he can do so on good terms, and perhaps I may feel a little that way, but I have not spoken of my property with any such idea. There is a salt meadow on my place, of five acres, that comes in from the bay, and if it was dug out it would make one of the prettiest docks you could find in the neighborhood. There is no such place near it. Vessels of moderate draft could be floated in it, and it could be used for landing supplies of coal or anything.

Question. Do you know any other facts connected with the sale of this Wilkins' Point property?

Answer. No, sir.

Question. Do you know Wissman, who lives upon it?

Answer. Yes, sir.

Question. Do you know that that property was in the market for sale for several years before it was sold to the government?

Answer. I believe Mr. Wissman was very desirous to sell it.

Question. Do you know any price he fixed upon it for the government to purchase?

Answer. No, sir, I do not; I know he was a good deal worried, and tried very hard to sell it, and had a plan of it made out; but there was some difficulty always in the way. He did sell a portion of it to Mr. Day, as you are no doubt aware.

Examined by Mr. Wood.

Question. What is the distance from your place across to Wilkins' Point?

Answer. Probably a mile or a little over, across the bay.

Question. Did you state that you would sell your property, including improvements, for $100,000?

Answer. I did not; I consider that it would be fairly worth that to any person who wanted it for a residence. I suppose that the general expectation would be, that if the government took a property of that kind that it would be but fair for them to pay a little more.

HENRY GRINNELL affirmed:

Examined by Mr. HOPKINS.

Question. Where do you reside, and what is your business or profession?

Answer I reside at New York; I own some ships, but do not attend to them

Question. You have been summoned to tell us, as far as you are able to do so, the value of this property at Wilkins' Point?

Witness. I believe that is the object of my summons.

Question. Are you acquainted with this property at Wilkins' Point?

Answer. I know the property, but not particularly.

Question. Give the value of the property according to your estimate.

Answer. I know the location of the property; I have been alongside of it repeatedly, but never on it; I am not a competent witness to judge of its value, because I do not know whether it is highly cultivated or not.

Question. You have some knowledge of the value of property in that locality, and can judge what the value of this property might be from the advantages it possessed for private residences or purposes of that kind.

Answer. It is a difficult matter to answer that question. Property along there is becoming very valuable, and is increasing rapidly. I should suppose that property could have been sold at something like from $800 to $1,000 an acre. That is my impression; and is a mere supposition.

Question. In April, 1857, what was it worth?

Answer. I own some property about two miles from it, but mine is a very desirable spot, being beautifully located on a point projecting into Long Island Sound, and is two miles nearer the city. It is a very desirable spot, perhaps none more so. I have never offered it for sale, but if offered $30,000 for the ten acres I might sell.

Question. Is that a fancy property and a fancy price?

Answer. If my property was wanted for a hotel it would not be a high price for it. It is better adapted for a hotel than for anything else, being within one hour's ride or sail of New York. I do not know but that some of the other points in the neighborhood are just as good, but they are not so convenient; Wilkins' point may be just as well adapted for the purpose, but it is further from New York, and there is some difficulty in getting at it. There is a good deal of fancy in the estimate put upon property there for private residences. The value of the property depends upon the elevation of the land and the water front, the water front especially has a great deal to do with it.

Question. Do you know of any land being sold in that neighborhood?

Answer. I have known of some purchased by a person whose place adjoins mine, within two or three years, but it was very desirable to him because it brought his back property down to the water's edge. I think he paid something like $3,000 an acre, but it was only for a couple of acres.

Question. This was some two miles nearer New York than Wilkins' Point?

Answer. Yes, sir; it was adjoining my property. It was more

valuable to him than to anybody else, because it brought his rear land down to the water, and by buying these two acres he made all his land a great deal more valuable. That was not a fancy, but a business-like transaction. It made his other property much more valuable.

Question. And you regard the price paid as the intrinsic value of the land?

Answer. Of those two acres.

Question, (by Mr. Haskin.) To this person who owned the rear land and wanted to get a water front?

Answer. Yes, sir; he could afford to pay more for it than anybody else.

Question. Is the price you have placed upon your land the value of the land itself?

Answer There is no house upon it, and nothing but four or five hundred forest and fruit trees, which I planted ten or twelve years ago. The property is so arranged that a house can be placed there at any moment.

Examined by the Chairman:

Question. Would it not materially change the value per acre to take a tract of 110 acres and value it as a whole?

Answer. In giving my impression as to the value of Wilkins' Point per acre, I gave the average value of the whole tract. I suppose that, if it was valued in parts, one-half would bring double what the other part would bring.

Question. Did Mr. Schell, the present collector of New York, call upon you to get your estimate of the value of this property?

Answer. He did.

Question. Do you recollect the time?

Answer. I cannot recollect. Within a year, I think.

Question. What did you inform him was your judgment as to its value?

Answer. I do not think I gave him my opinion as to the value.

Question. Did you tell him you were not prepared to give an opinion?

Answer. I think I told him something of the kind. I think I told him what I have told you, that I was not a competent judge of its value?

Question. Did he request you to write a letter?

Answer. He desired me to embody my views upon the subject in a letter addressed to him, and I think I addressed him a letter.

Question. You do not remember having stated to him what you considered this Wilkins' Point worth per acre?

Answer. I do not think I did.

Question. (Letter shown witness.) Is that a copy of the letter you addressed him?

Answer. I take it that is a copy of the letter.

The following is the letter:

NEW YORK, *April* 24, 1857.

SIR: I have deferred replying to your inquiries as to the value of land at Wilkins' Point and the neighborhood, expecting to see some persons who were more competent than myself to obtain their opinion. I have not been so fortunate to meet those persons.

I can say, as a general thing, that all the land on Long Island from Hell Gate to Sand's Point is much sought after, and very difficult to be purchased. I own about ten acres on White Stone Point, which I value at $30,000; whether it would bring that sum I cannot say. I do not think that my evidence should have much weight.

I regret that I cannot give you such information as would be more satisfactory.

With great regard, I am your friend,

HENRY GRINNELL.

AUGUSTUS SCHELL, Esq., *New York.*

Question. What you stated in that letter that you did not think that your evidence should have much weight, you repeat here now?

Answer. Yes, sir.

Question. Is not your property more accessible than this at Wilkins' Point? Is there not a steamboat landing near it?

Answer. Yes, sir, within one-third of a mile.

Question. Are you not very near the settlement at White Stone?

Answer. Yes, sir, the village is about three-quarters of a mile off, and there are principally country seats between me and the village.

Question. Did you state anything else to Mr. Schell besides what you stated in your letter and have stated here?

Answer. I think not.

Question. He called on you at your office?

Answer. He called twice; the first time I was not in, the second he saw me; I asked him by what authority he called on me to ask questions, and he told me that he was directed to make the inquiries by the government, in order to ascertain the value of the property in the neighborhood, and that he did not know but what my point would be needed.

JAMES B. SHERIDAN, stenographer of the committee, sworn:

Examined by the Chairman.

Question. State to the committee whether you ascertained when Prosper M. Wetmore, Richard Schell, John C. Mather, Mr Latham, Wm. C. Wetmore, and George Irving, were in Washington during the months of March, April, May, June, and July, 1857?

Answer. I did; I called at Willards' Hotel some days ago, and, with Mr. Willard, examined the cash book for those months, and also the register of arrivals. I found the following entries on the register of arrivals:

March 22, 1857: Richard Schell, New York.

Saturday, April 4, 1857: John C. Mather, New York; Prosper M. Wetmore, New York; Richard Schell, New York.

April 23, 1857: Mr. Latham, New York.
Saturday, April 25, 1857: John C. Mather, New York.
Saturday, May 9, 1857: John C. Mather, New York.
May 22, 1857: Richard Schell, New York; John C. Mather.
June 26, 1857: Augustus Schell.
Sunday, June 28, 1857: Richard Schell.
July 1, 1857: P. J. Joachimsen.
July 5, 1857: W. C. Wetmore, New York; John C. Mather, New York; (entered in Mather's handwriting.)
Monday, July 6, 1857: George Irving, New York.

Mr. Willard went over his cash book with me, and it appeared that Richard Schell left on the evening of the 22d of March; that John C. Mather left on the 13th of April; that John C. Mather, who arrived here again on the 25th of April, left on the 28th; that John C. Mather, who arrived here on the 9th of May, left on the 15th; that Richard Schell left on the 24th of May; that Prosper M. Wetmore left on the 5th of June; that Richard and Augustus Schell left on the 28th of June; that P. J. Joachimsen left on the 3d of July, and that Wetmore & Co., viz: Wm. C. Wetmore, John C. Mather, and George Irving, left on the 8th of July. Mr. Willard informed me that Mr. Latham, when he arrived in town, was in the habit of stopping in and registering his name on their books, but that he never stopped with them, and, therefore, he could not ascertain when he left town.

The Chairman stated that he had examined Willards' Hotel register for these months, and that the entry of the names of Wm. C. Wetmore and John C. Mather, on the 5th of July, 1857, was in the handwriting of John C. Mather.

The following affidavit of William S. Alley was ordered to be appended to the testimony.

STATE OF NEW YORK, }
City and County of New York. }

William S. Alley, of the city of New York, being duly sworn, says: That in or about the month of March, 1857, he met in the city of New York Frederick Wissman, who offered to sell deponent land for a country residence on Willett's Point, on Long Island, New York; that, after some negotiation, deponent, at the same interview, contracted with said Wissman to purchase, and he agreed with deponent to sell him, twenty acres of land, parcel of about two hundred acres on said Willett's Point, at and for the price of five hundred dollars per acre. Deponent to have the privilege of selecting and locating said twenty acres from and on any part of said two hundred acres, except one parcel of about fifteen acres upon which buildings had been erected, which was reserved. Said Wissman then exhibited to deponent what was represented to be a map of the said two hundred acres of land or thereabouts, laid out into lots or parcels of different sizes; and deponent and Wissman then made and exchanged said notes or contracts expressing the terms of their agreement. That, up to the time of said interview, deponent had never been upon or examined the said premises. That, soon after making said agreement with Wiss-

man, deponent went upon and examined the said premises, and then saw that, with the exception of the parcel upon which the said buildings were erected, the whole of said premises was uncultivated and unimproved, and not such premises as deponent desired to purchase for the purpose of improvement and residence. That, within a short time (say about two weeks) after the making of said agreement, deponent again met said Wissman in the city of New York, and he (Wissman) then stated to deponent that he had an opportunity to dispose of the whole of said parcel of two hundred acres together, and he would be glad if deponent would surrender or cancel his said contract. And thereupon deponent and said Wissman (without consideration to either) each surrendered to the other and cancelled the said sale, notes, or contracts, which had been made between them as above mentioned; and that very soon afterwards (say within a week) deponent was told by a third party that Wissman had sold said parcel of two hundred acres to the general government at a great price, and that deponent might have made a large sum of money (say $25,000) by holding on to his said purchase.

WM. S. ALLEY.

Subscribed and sworn before me, this 20th May, 1858.

A. D. W. BALDWIN,
Notary Public, 38 *Wall street*, *New York*.

SATURDAY, *May* 29, 1858.

H. G. WRIGHT recalled.

Examined by Mr. FLORENCE.

Question. Who made the purchase of the addition to Fort Tompkins, Staten Island?

Answer. It was purchased on an appropriation made for the purpose.

Question. By whom was it purchased?

Answer. By the engineer department.

Question. Of whom was it purchased?

Answer. Of a Mr. Aspinwall, William H., I think.

Question. Do you recollect when the purchase was made?

Answer. It was made some time during the last summer; I do not recollect the precise date, but I think it was in August.

Question. Do you know the amount of the appropriation made for that purpose?

Answer. It was sufficiently large to pay the price agreed upon.

Question. Was not the appropriation $42,300, and the price paid $42,500?

Answer. I can explain my understanding of that, if the committee desire it.

The Chairman. Give us the explanation.

Witness. Some years ago Mr. Aspinwall was applied to for the price at which he would sell this additional tract of land. The officer in charge in the vicinity had some negotiation with him, and the price was fixed, as I have understood, from examining the papers, at

$2,500, which would make the price of the whole tract, computed at that rate, $42,300. This, it must be recollected, was some years ago.

Question. How many?

Answer. I think, five or six. Application was made to Congress to purchase this land for $42,300; but it failed, and, according to my recollection, it was made more than once before the appropriation was obtained. In the last appropriation bill there was a special appropriation of $42,300 for the purpose.

Question. How many acres were in this tract?

Answer. About 17, and, according to our computation, the price for the whole was $42,300. I was not in the office at the time, and I have gathered this from the papers.

Question. Where is Fort Tompkins?

Answer. It is on the Narrows. It is the fort that stands on the highest ground there, immediately behind Fort Richmond.

Question. Have you any knowledge of the value of the surrounding property?

Answer. I have not, except from the statements of Major Delafield, who at the time gave the different sites, and the price that had been paid for them; and it was on that statement this offer was made, for there had been no agreement to purchase, any more than that an appropriation had been asked from Congress for the purpose.

Question. How far is Fort Tompkins from New York?

Answer. About four miles.

Question. Is it not more than that?

Answer. No, sir; it is immediately opposite Fort Hamilton.

Question. When was this purchase?

Answer. I think the money was paid in August.

Question by the Chairman. This purchase was made with the full knowledge of all the facts and circumstances by the Secretary of War?

Answer. I so understood it.

Question. Were you the engineer in charge here on the 30th and 31st of March, 1857?

Answer. No, sir; I could hardly say I was.

Question. You received a telegraphic despatch on the 30th of March, 1857, from Major Barnard, addressed to you in charge, asking authority to purchase this property at Wilkins' Point for $100,000?

Answer. It was to offer $100,000 for the property.

Question. Upon the receipt of that despatch, what did you do?

Answer. I took the telegraphic despatch and a letter from Major Barnard to the Secretary of War, and received his orders, which I telegraphed back to Major Barnard.

Question. Do you recollect what the orders of the Secretary were at that time?

Answer. I presented the letter to him as a matter that called for his consideration, and he desired me to read it. I read the communication. He then asked me what the opinion of General Totten was in relation to the proposition, and I told him that the General considered the price too much, and that he was not willing to recommend that so much should be paid; that if it became necessary to buy it, that it should only be taken upon the award of a jury. He approved this

opinion, and adhered to former instructions, which were, that Major Barnard should proceed to Albany and procure an act of condemnation. I telegraphed the Secretary's orders to Major Barnard.

Question. How many acres are there in this Wilkins' Point property that the government have possession of?

Answer. I do not know, certain.

Question. About how many?

Answer. I had a calculation made after your application to Colonel Smith, by one of our draughtsmen, on the plat sent by the Colonel. I cannot vouch for its correctness, but he makes it $101\frac{7}{10}$ acres to high water mark.

Examined by Mr. WOOD:

Question. Are you acquainted with the value of property around Fort Tompkins?

Answer. No, sir; I am not. All I know is what I have seen in the report of Major Delafield, who made the first treaty for the land. He stated the value of tracts in the vicinity, or the prices at which they had been held and sold. They all exceeded, I believe, considerably what was asked for the tract purchased.

Question. What was the character of the sites around there? Were they villa sites?

Answer. There are country seats all along there.

Question. Is the country densely or sparsely settled in that neighborhood?

Answer. Sparsely settled.

Question, (by the Chairman.) Are there not beautiful country seats fronting on the bay there?

Answer. Yes, sir. I know nothing of the particular value of this tract or any of the others.

Question. How many years ago was that report made?

Answer. I should think, five or six years ago.

I wish to finish the narrative I began, explaining how the price paid for this purchase happened to exceed the appropriation. I have stated that the price asked per acre was $2,500, and that the computed value of the whole was $42,300. I was not in the office at the time, and I gathered these facts from the records. After the failure of the first application to Congress, Mr. Aspinwall thought that he ought to be allowed interest upon the price asked, but this was refused. He still adhered to his price, and said, as I have gathered from conversations, that he did not wish his view in front to be restricted, and that was the reason why he would still allow the government to take it at that price. He left for Europe before the passage of the bill making the appropriation for the purchase, or before the 1st of July, when the money was to be paid, and left a deed to be given to the United States on the receipt of the money, in which the consideration was $42,500. Whether this was intentional on the part of Mr. Aspinwall, or whether that sum was put in the deed by mistake, I do not know; but in order to get the land and go on with the work, and in consideration of his having waited, &c., it was thought better by General Totten to pay the additional $200 required by the deed. It was done without much

consideration, and the money paid over and the deed received. Finally, there was some question whether it was legal or not.

Question by the CHAIRMAN. Since your connexion with the engineer bureau, have you ever known an appropriation for the purchase of a site to be exceeded $50,000?

Answer. I do not recollect any absolute purchase, except one during the last summer or fall at New Bedford.

Question. There is a mortgage of $85,000 upon the Wilkins' Point property?

Answer. There is.

Question. How much interest has been paid on it?

Answer. There have been two instalments, or one year's interest, paid. I do not know the sum paid in gross, but each payment was $2,975.

Hon. JOHN A. SEARING, sworn:

Examined by Mr. FLORENCE.

Question. You represent the district in which this Wilkins' Point property is located?

Answer. I do.

Question. Are you acquainted with it?

Answer. I have not a very intimate acquaintance with it. I know where it is located.

Question. Have you any means of estimating what the property would be worth if purchased by the government, or do you know what it is worth?

Answer. No, I could not say exactly. I know land is very high in that immediate neighborhood.

Question by Mr. HOPKINS. Do you know the price at which it is held in that neighborhood?

Answer. There are all kinds of prices, from $500 to $3,000 an acre, placed on the property within half a mile around there, about College, College Point, and Strattonport, and all those new settlements. This property is beautifully located, and has the handsomest water front of any property along there.

Question. What do you think that property was worth (say 110 acres) on the 28th of April, 1857?

Answer. The land would vary; the front land on the water would be worth more than $2,000, and the other would not be worth much.

Question. Give us the average value of the whole property?

Answer. I have never been over the whole property.

Question by Mr. HOPKINS. The property has a great deal of water front?

Answer. I know it. I have been on the ground; have sailed around there.

Question by the Chairman. Is there much depth of water in front of the property?

Answer. In the channel there is depth of water.

Question. Is not the channel on the other side pretty near Fort Schuyler?

Answer. It is. I should say that there are only two points which could be made available for fortification purposes, and they are Cryder's Point and this Wilkins' Point. Cryder's Point adjoins Wilkins' Point, I believe.

Question. Have you ever been on the Cryder's Point property?

Answer. No, sir.

Question. Do you think it worth as much as this Wilkins' Point, or as desirable a property?

Answer. I do not think it is.

Question. Is it not more highly cultivated?

Answer. I do not think it is so handsomely situated; the improvement in the soil amounts to nothing. I know of land at Great Neck, a good way up the bay, which was sold recently at $1,500 an acre, and some parts of it had not been ploughed for twenty years. A man who wants to buy a property for a residence does not look at the cultivation of it, but the location.

Question. Has not Cryder's Point a very fine house and fine out-houses upon it?

Answer. The out-houses would be of very little value to the government.

Question. Take the whole of this land at Wilkins' Point together—front, back, and side land—what do you estimate the 110 acres worth?

Answer. From the way property has been selling in that neighborhood, I should say it was worth very near $2,000 an acre.

Question. Please state to the committee what property has been sold in that neighborhood for that price?

Answer. At Strattonport I understand that Mr. Frings sold land for $3,000 an acre.

Question by Mr. Florence. Where is Strattonport?

Answer. It is some two miles distant.

Question by the Chairman. Did you get your information in relation to Mr. Frings' sale from himself?

Answer. I do not know him. I heard it, or saw it in the prints of land being sold at this enormous price by this man, who is a speculator.

Question by Mr. Hopkins. Has not the impression been current in that neighborhood for some time that Wilkins' Point would be purchased by the government for a fortification?

Answer. Yes, sir.

Question. Would not the knowledge of an act having passed Congress to purchase a site there for a fortification tend considerably to increase the value of the place?

Answer. Most decidedly it would. It was well known that men would seek to purchase this property to hold it for sale to the government.

Question, (by the Chairman.) Do you know who got hold of the land?

Answer. No, sir.

Question. You do not know the parties interested?

Answer. I never did.

Question. Do you know who owns the land adjoining this place?

Answer. No, sir.

Question. Do you know at what price it is held?

Answer. I do not.

Question. Do you know of any land sold in that neighborhood for over $1,000 an acre?

Answer. I have been informed that, at Great Neck, the son of Hon. John A. King, the governor of the State, bought ten acres in the town in which I live for $10,000. That is twenty miles from New York.

Question. In April, 1857, what would you have been willing to have given for 110 acres at Wilkins' Point?

Answer. It would depend altogether upon a man's fancy; I would not give any such price for it as a farm.

Question. What would you have been willing to have paid for it in April, 1857?

Answer. I do not think that that is a fair question. Every man cannot undertake to buy a $200,000 place.

Question by the Chairman. All the questions which have been put to you have been for the purpose of ascertaining your opinion; and I now ask you, as a matter of opinion, what you would have been willing to have paid for that property in April, 1857, if you desired to purchase it?

Answer. I do not think that is any question at all; because, if I was a wealthy man, and wanted to buy this property, the location suiting me, and all that, I would have been willing to have paid any price for it.

Question. If you were a man of means, and desired to buy the property, what would you have paid for it?

Answer. If I took a fancy to the property, I would have been willing to have paid almost any price for it.

Question by Mr. Florence. Would you have given $2,000 an acre for it?

Answer. Very likely; probably more.

Question by the Chairman. Would you have given $2,000 an acre for it, if you could have got it for $500?

Answer. No, sir.

Question. You would have given just what you could have got it for at that time?

Answer. Yes, sir.

Question. If you had been the owner of the property, and knew that an act had passed for the purchase of it, what would you have expected to get from the government?

Answer. A pretty large sum. I would have got more than they d, if I could have possibly done it.

Question. Would you have got more than $250,000?

Answer. I would have got all I could.

Question. With a knowledge that the appropriation for the purpose was $150,000, would you have expected to be paid $200,000 for it?

Answer. If I thought the government wanted it, and must have the property, and could not posibly do without it, if I had only paid $15 for it, I would have asked $250,000, or as much more as I could have got. I would take advantage of the government's necessities just as I would the necessities of a private individual in a business transaction.

THURSDAY, *May* 27, 1858.

EDWARD A. LAWRENCE, affirmed:

Examined by Mr. Hopkins.

Question. What is your business, and where do you reside?

Answer. I am a farmer, living at Flushing, Queens county.

Question. How far from Wilkins' or Willett's Point?

Answer. About three-quarters of a mile in a direct line.

Question. Give us any information you can impart as to the value of this property, and property in the neighborhood, similarly located, in the month of April, 1857?

Answer. Probably it was a good deal higher then than it is now, and would sell a great deal better. The locality is surrounded with country seats, and there are about as many people who have their country residences in that vicinity as there are farmers. My brother, who owns a place next to me, sold off some twenty-five or thirty acres, in the year this property was sold, fronting on Little Neck bay at high water, but at low water having a mud flat, for $600 an acre. The land had a front on the bay of some 300 or 400 feet.

Question. How much do you consider this property at Wilkins' Point worth?

Answer. From $1,500 to $2,000; because why, it is located so elegantly. Wissman laid it out in building lots, and sold a lot to Mr. Turner at the rate of $3,000 an acre. I think its locality and position makes it a great deal more valuable. It is rather abrupt on the Sound, but rises beautifully and in a mound.

Question by Mr. Wood. Do you put that valuation of $1,500 or $2,000 upon the property for villa sites?

Answer. To lay it out in five or three acre lots, you can get a front or water view anywhere on the property, except a little place to the south, and the location is beautifully adapted for villa sites.

Question by Mr. Hopkins. Do you know of any other sales of land in that neighborhood about that time?

Answer. I know that Mr. Frings bought some land about that time from the widow Van Whyt, and I think he paid $1,250 an acre.

Question, (by Mr. Wood.) Is there any sight in the neighborhood so well adapted for a fortification as this at Wilkins' Point?

Answer. No, sir; there is none within twenty miles of it.

Question. Was not Cryder's Point talked of as being a place which the government might select?

Answer. There was some talk of Cryder's Point; but any child could see, by looking at the map, and comparing Cryder's Point with Wilkins' Point, that it would be absurd to talk of Cryder's Point as a site for a fortification, when Wilkins' Point could be procured.

Question. Is there not a place called Stepping Stone which would answer for a site for a fortification?

Answer. I should think not; not at all; because it is a flat country, and it is not at all situated like Wilkins' Point, projecting out into the Sound.

Examined by the CHAIRMAN.

Question. Was there not a fort at Cryder's Point during the revolutionary war?

Answer. I guess not; not to my knowledge. I know that property, every inch of it. There might have been, but I never heard of it.

Question. Are you the son-in-law of Andrew H. Mickle?

Answer. Yes, sir.

Question. Does Mr. Mickle's place lie nearer to Wilkins' Point than yours?

Answer. Our farms adjoin.

Question. Is not his farm nearer Wilkins' Point than yours?

Answer. It is one hundred yards nearer.

Question. Do you know Mr. Wissman?

Answer. I do.

Question. Do you not know that he had this Wilkins' Point property in the market for sale for several years in villa plats?

Answer. No, sir; he never informed me of it; and I never saw any map of it.

Question. Did you never know that he had it in the market for sale?

Answer. I knew the Point was for sale, but I did not know that it was for sale in villa plats. I do not know what he paid for the property, or at what price he held it. I never talked about it.

Question. Do you know the part of the property that Mr. Day purchased?

Answer. I do not know where it lies.

Question. Do you know what Mr. Day paid for it?

Answer. No, sir; I never knew there was a purchase of that kind.

Question. Do you know that Wissman offered to sell the whole tract in July, 1856, for $65,000?

Answer. No, sir; this is the first I have heard of it.

Question. Did you ever understand at what price that property was held, in whole or in plats?

Answer. I never had the first intimation of it in any way, and suppose the reason I had not was because I am a farmer and stay at home.

Question. How do you arrive at your conclusion that this whole property is worth $1,500 an acre?

Answer. From the price at which other property in the neighborhood not so desirably located has sold at. I have been offered $600 an acre for my farm, and there is my brother's property.

Question. Is not your farm in a better state of cultivation?

Answer. I presume it is, for Wilkins' Point has not been cultivated for years. It has been used for pasture.

Question. Has not your father-in-law purchased some land in that vicinity within the last two or three years?

Answer. Yes, sir; he purchased some 12 acres, and paid $5,095 for the whole. It was sold in two portions, and he paid $1,250 an acre for the portion fronting on the bay.

Question. Do you know of any other property sold in the neighborhood?

Answer. I would mention the purchases and sales by Mr. Frings. There are no others that I know of.

Question. Would you have been willing to give $1,000 an acre for this whole tract at Wilkins' Point, in April, 1857?

Answer. Yes, sir; I think I would have paid it in a moment?

Question. Without having any expectation of selling it to the government?

Answer. Yes, sir; because it has been talked of for a number of years. Even when Charles Willett owned the Point he valued it at $50,000 or $60,000.

Question. Would you have given $1,000 an acre without having any expectation that you could sell it to the government, supposing you bought it for farming purposes?

Answer. I think I would have given $1,000 an acre. I would not have been willing to have given more. If I knew or thought that the government would have wanted it, I would have given it in a moment. I did not see the appropriation; if I had, I think I should have bought it.

Question. There is a mortgage on the property for $85,000; suppose that mortgage was foreclosed and the property sold under it, how much, in your judgment, would it bring?

Answer I do not know. If it was sold, I should think it would bring $1,500 an acre. I guess there are men enough who would buy it for that. I do so because I have heard from my friend, Mr. Hover, that there were seven acres of land swampy, and not cleared off at all, but full of briars and stumps, at White Stone, which were sold for $2,000, with a house on it, and that during these hard times.

Question. Is it not thickly settled at White Stone?

Answer. Yes, sir.

Question. Is it thickly settled at Wilkins' Point?

Answer. No, sir; because there are no settlements around it.

Question. Are there any improvements about there?

Answer. There are two of the finest houses just erected near it. Old Samuel Willetts bought some land there last year and put up two of as fine houses as you would wish to see, for himself and son.

Question. Did John C. Mather converse with you on the subject of the value of this property, last winter, at Albany?

Answer. I do not know but what he may have asked me, last winter, what I thought the property was worth. I think he did. I am certain that either he or Richard Schell did.

Question. Do you know Prosper M. Wetmore?

Answer. Very well, indeed.

Question. Did he ever converse with you on the subject?

Answer. He or no other living soul, except one or the other of those two gentlemen; but I cannot name which.

Question. Did Mr. Augustus Schell ever converse with you upon the subject?

Answer. No, sir; and no other man, except one of the two gentlemen I have named.

Question. How much do you hold your land at per acre?

Answer. I would not sell it for any money.

Question. You were offered $600 an acre for it?

Answer. By my brother.

Question. Is not your farm highly cultivated?

Answer. Yes, sir.

Question. What is the character of the improvements on this Wilkins' Point property?

Answer. A good house.

Question. In the deed to the government the property is said to contain 110 acres; how much of this is high and how much low land?

Answer. It is nearly all high land. There is a narrow strip that is rather level as you approach the property by the road, but the rest is high, I think. I have not been on it for two or three years.

Question. Do you know what this property is assessed at?

Answer. I know that the average of assessed property in Flushing is $225 an acre.

Question. Do you know what this place is assessed at?

Answer. I do not.

Question. Do you know what the rule of your assessors is in assessing the value of property?

Answer. I know the rule generally is to take one quarter or one-third, I do not know which.

Question, (by Mr Hopkins.) Would not, in your judgment, the value of this property have increased after the passage of the appropriation for the purchase of a site?

Answer. Why, certainly; immediately. But it was always worth that for any purpose, because, I tell you, it is the most elegantly located spot of land within thirty miles of my house. I have heard my father speak of the property, and I have heard my brothers and sisters say that he visited it with an idea of buying it, because he said he knew that eventually the government would have to purchase it for a fort.

HENRY H. HOVER, sworn: Examined by Mr. Hopkins.

Question. What is your profession, and where do you reside?

Answer. I reside in the town of Flushing, and am in the auctioneer business, a collector of taxes, real estate agent, &c.

Question. Do you know this property at Wilkins' Point?

Answer. I am well acquainted with it.

Question. What was it worth in April, 1857?

WITNESS.—When was the appropriation made?

The CHAIRMAN.—In March, 1857, and the purchase in April, 1857.

WITNESS.—I should think it was worth $1,000 an acre after the appropriation was made.

Question. Do you know of any land being sold in that neighborhood about that time?

Answer. There was a great deal of land sold at College Point about that time.

Question, by Mr. HASKIN. Is that nearer New York?

Answer. About two miles nearer, propably.

Question by Mr. HOPKINS. State the price at which it was sold, and the situation of the property?

Answer. It was sold at different prices. I have heard ofproperty sold there at $1,250 an acre, some 27 or 28 acres together.

Question. Any other sales of property in that vicinity about that time?

Answer. I do not know of any exactly at that time.

Question. Do you know anything of the value of the property on the Fort Schuyler side?

Answer. I do not.

Examined by Mr. HASKIN, (chairman.)

Question. Are you at the present time the collector in the town of Flushing?

Answer. Yes, sir.

Question. What is this Wilkins' Point property assessed at?

Answer. It belongs to the government, and is not taxed.

Question. What was it assessed at in 1857?

Answer. It was not taxed in 1857; the whole tract was taxed in 1856 at $27,000.

Question. What is the relative proportion of low and high land in the 110 acres purchased by the government?

Answer. I suppose there are eight or ten acres low land.

Question. Do you know the part of this place purchased by Mr. Day?

Answer. Yes, sir; he bought 26 acres and over.

Question. How does that compare as to value with the other part of the place?

Answer. I should think it was not worth quite as much; it is not so elevated.

Question. Has it a good water front?

Answer. Yes, sir; the tide falls off a little more on the bay, that is all.

Question. Do you know Mr. Wissman?

Answer. Yes, sir.

Question. Do you know that he had this property in the market for sale for years?

Answer. I believe he only owned it for two or three years.

Question. Did he have it in the market for sale?

Answer. He advertised it.

Question. From the time it was conveyed to him by his father-in-law, John De Ruyter?

Answer. Yes, sir.

Question. Did he map it in villa sites?

Answer. Yes, sir.

Question. How much did he hold it at per acre?

Answer. I do not recollect. I think something like $700 or $800 an acre.

Question. Do you know what Mr. Day paid for the part he bought?

Answer. I understood about $500 an acre.

Question. Before the act passed making the appropriation, and say in the month of February, 1857, how much do you consider that property was worth per acre?

Answer. I should have thought it worth probably from $600 to $700 an acre.

Question. Do you think that as soon as the act passed making an

appropriation for the purchase of a site opposite Fort Schuyler, that the Wilkins' Point appreciated in value?

Answer. Yes, sir; I should think so, if I owned it.

Question. Do you know Cryder's Point?

Answer. I do.

Question. How does it compare with Wilkins' Point, in the way of buildings, improvements, and land under cultivation?

Answer. A portion of Mr. Cryder's property is in a high state of cultivation, and the buildings are excellent.

Question. How much is Cryder's buildings worth?

Answer. Probably $10,000.

Question. How much are the buildings on the Wilkins' Point property worth?

Answer. Not over $7,000 or $8,000.

Question. There is a mortgage upon the Wilkins' Point property of $85,000. If that mortgage had been foreclosed and the property sold in the month of February, 1857, what, in your judgement, would that property have brought?

Answer. I should not suppose that it would have brought over $600 an acre, probably not that under a forced sale.

Question. Did you know that Mr. Wissman had contracted to sell a part of this property to William S. Alley?

Answer. No, sir, I did not.

Question. Or to either of the Drapers?

Answer. No, sir.

Question. Do you know Mickle's property?

Answer. Yes, sir.

Question. Mr. Lawrence's?

Answer. Yes, sir.

Question. What do you consider Mickle's property worth per acre?

Answer. Probably $500 dollars an acre.

Question. What do you consider Mr. Lawrence's worth?

Answer I should think $500 an acre would be a fair price.

Question. Do you know of Mickle having bought a piece of property within the last year?

Answer. Yes, sir.

Question. How far from Wilkins' Point?

Answer. Some distance. It is right alongside of his present residence.

Question. How many acres?

Answer. I think only about fourteen acres.

Question. Are you familiar with the depth of water in front and around Wilkins' Point?

Answer. I do not know exactly how deep the water is; the water does not fall off much.

Question. Are there not flats for some distance out?

Answer. Not there. In front of Mickle's and Lawrence's property it falls off almost bare.

Question by Mr. Wood. This property you speak of as worth $500 an acre, belonging to Mr. Lawrence and Mr. Mickle, is only used for, and suitable for, farming purposes?

Answer. It is used for that, but it is rather fancy property.

Question by the CHAIRMAN. It is suitable for villa sites?

Answer. Yes, sir. It would not be worth $500 an acre for farming purposes.

Question by Mr. WOOD. It would not be a suitable site for a fortification?

Answer. It lies way up the bay, and would not be suitable for that purpose; it lies a mile up the bay from Wilkins' Point.

Question. Would not Cryder's Point be suitable for the fortification?

Answer. It is rather too far down; it is below Fort Schuyler. Wilkins' Point is a little to the east, but more immediately opposite. Wilkins' Point is pretty much directly opposite.

Question. Is it not a shorter distance from Cryder's Point to Fort Schuyler than from Wilkins' Point?

Answer. No, sir; certainly not within three-quarters of a mile, and I think a mile.

Question. Do you know Prosper M. Wetmore?

Answer. No, sir; I do not.

Question. Do you know George Irving?

Answer. Yes, sir.

Question. Have you ever had any conversations with him about this?

Answer. I do not think I ever have. I have not seen him more than twice in a year, I think.

Question. Do you know John C. Mather?

Answer. I know him by sight.

Question. Has he had any conversation with you?

Answer. No, sir; I have not seen him since last fall at the Syracuse convention.

Question. What do you consider Cryder's Point worth per acre, including improvements?

Answer. I consider it worth $300 an acre, certain.

Question. Considering the extra improvements on Mickle's place and Lawrence's place, and the high state of cultivation and beauty of the land for villa sites and country residences, is not their property worth as much per acre for their purposes, leaving altogether out of the question the idea of the government wanting a site for a fortification, as the land at Wilkins' Point?

Answer. No, sir.

Question. What is the difference?

Answer. Mr. Mickle's land runs back from the river a good distance, and a very small portion of it is water front. Wilkins' Point is almost an island, and is well adapted for laying out villa sites all around it, except the lower point, where the water falls off pretty much.

Question. Did you ever have a map of this place laid out in villa sites?

Answer. No, sir.

Question. Did you ever have any authority from him to sell any part of it?

Answer. No, sir; but I know he had it in the market. I believe some agent in New York advertised it.

Question. Is there not a settlement at College Point, where you spoke of land having been sold?

Answer. There is a settlement within half a mile of it.

Question. Connecting with it?

Answer. Not immediately.

Question. Quite a large settlement?

Answer. Yes, sir.

Question. Any manufactures there?

Answer. There is a gutta percha and India rubber manufactory within a mile of it.

Question. Does that property front on the river?

Answer. Yes, sir, and it is two miles nearer New York.

Question. Is there a steamboat landing there?

Answer. There is one at White Stone.

Question. How far from College Point?

Answer. Half-way between College Point and Wilkins' Point—probably a mile.

Question. Is not College Point nearer the Flushing steamboat landing?

Answer. Flushing bay, where the steamboat lands, is probably a little short of a mile from College Point.

WILLIAM WEEKS, sworn:

Examined by Mr. HOPKINS.

Question. Tell us your profession, and where you reside?

Answer. I reside at Glencove, Oyster bay, Long Island; I am doing business in New York city as an auctioneer and real estate broker.

Question. Are you acquainted with the property at Wilkins' Point?

Answer. Yes, sir.

Question. Tell us what you think that property was worth about the month of April, 1857, the time the government purchased it?

Answer. The fact of the government taking it made it rather more valuable. I consider it a fancy property. All the property along shore is classed as fancy property, and its value is determined by what a man chooses to give for it. I judge the value of that property by comparing it with other properties in that section of the country which have been sold. I conceive that $2,000 an acre would not be extravagant for it, some portions of it particularly. I have sold property in that section, and near it, for private residences, at $1,500 an acre, which I did not conceive so well located.

Question. How much land did you sell at that price?

Answer. Only four acres.

Question. Where was that?

Answer. At White Stone, just below. It only had a small front and run back. There were no improvements upon it, not even a tree.

Question. What is the distance between Wilkins' Point and White Stone?

Answer. It is only across the bay; it may be a mile.

Question. There is a steamboat landing at White Stone?

Answer. Yes, sir.

Question. Would not the fact that Congress had appropriated money for the purchase of a site for a fortification have enhanced the value of this property at Wilkins' Point?

Answer. There is no doubt of that; yet still property has enhanced in value in that vicinity, and has been doing so all through the last summer through the panic.

Question. Do you know of any other sales of land in that vicinity?

Answer. I know of some sales much further beyond and in the bay. I know of some 50 acres which was sold at $500 an acre, which is inland, and has only a small water front, quite up the bay. It must be eight miles from this Wilkins' Point, in a southeast direction, up a bay called Cow bay.

Question by Mr. Florence. You say you sold the property at White Stone for $1,500 an acre in 1856?

Answer. I think it was.

Question. There were no improvements on it?

Answer. Not a particle of improvements. There is now a very handsome house upon it. It had but a very small front.

Question. Was it a fancy property?

Answer. All those pieces of property are fancy pieces; and if a gentleman fancies one of them, and desires to buy it, of course he would pay a price for it. The price is not calculated upon such property because of its cultivation or anything of that kind, but very often a high price is paid for a property by a person who wishes to become possessed of it, merely to gratify the taste. I know of a piece of property of 35 acres, located 30 miles from the city of New York, half of it meadow, and the improvements very plain, for which the owner was offered $25,000.

Question. Was that on Long Island?

Answer. Yes, sir; on the East river.

Question. Taking into consideration the fact that an appropriation had been made for the purchase of a site opposite Fort Schuyler for fortification purposes, what would you estimate this Wilkins' Point property (say 110 acres) as worth?

Answer. It is surrounded by water, and I should think the 110 acres ought to be worth at least between $1,500 and $2,000.

Examined by Mr. Haskin:

Question. Were you formerly the copartner of Anthony J. Bleecker?

Answer. Yes, sir.

Question. Do you recollect visiting this property a few years ago with him?

Answer. No, sir; I never went on the property with him.

Question. Did not Anthony J. Bleecker reside at White Stone?

Answer. Yes, sir; I bought the property he resided on.

Question. Did you understand that this property at Wilkins' Point was for sale?

Answer. Yes, sir, certainly.

Question. Did you not treat with him about the purchase of it?

Answer. Yes, sir.

Question. How long ago was this?

Answer. In 1849 or 1850.

Question. Previous to or after John De Ruyter bought it?

Answer. Previous to that.

Question. Who owned it then?

Answer. I think Mr. Willetts.

Question. How much did he then ask for the whole tract?

Answer. I am under the impression that he asked in the neighborhood of $40,000 for about one hundred and fifty-two acres.

Question. That was the whole tract?

Answer. Yes, sir; he asked between $35,000 and $40,000.

Question. Did you consider it a bargain at that price?

Answer. I did; and I think Mr. Bleecker would have been very glad to have bought it if he could have controlled the means for that purpose.

Question. Did he say so?

Answer. I do not recollect particularly, but I know he was always ready when others furnished the means.

Question. What did Mr. Bleecker pay for the place he lived on at White Stone?

Answer. We bought it in 1848, 110 acres, for $17,000.

Question. Do you know Mr. Wissman?

Answer. Yes, sir.

Question. Do you not know that between the time Mr. Wissman had the property conveyed to him and the time he sold it, he had it in the market for sale, mapped out in villa plats?

Answer. Only by hearsay. He talked with me once about it, and said that he had some notion of making a sale.

Question. Did he state what he would take for the whole property?

Answer. He did not.

Question. Did he ever fix a price upon it per acre?

Answer. Not to my knowledge.

Question. If the act making an appropriation for the purchase of a site had not been passed, what, in your judgment, would the property have been worth in February, 1857?

Answer. That would depend upon the customers who would seek it.

Question. I mean what would it have been worth for villa sites or for speculating purposes?

Answer. If a forced sale of the property was made, I cannot tell what it would be worth.

Question. What would it have been worth in February, 1857, for villa sites or as an investment in real estate near New York city, with a reasonable expectation of the rise in the value of property?

Answer. If I had got the property and held it, in my opinion it would have been a good investment to have held even at $1,000 an acre; but very frequently when a man gets hold of such a property he cannot wait until he can secure a purchases on his own terms, but has to sell.

Question. If the mortgage for $85,000 had been foreclosed in March, 1857, and the property sold under it, what would it have brought?

Answer. I declare I would not like to say what it would have brought.

Question. How much would it have brought under such circumstances on the 1st of March, 1857?

Witness. With no prospect of having any particular customer for it?

Chairman. Without any expectation of the government purchasing or ever intending to purchase it.

Witness. I should suppose that it ought to have brought $1,000, but I doubt whether it would have brought that.

Question. I ask you what you suppose it would have brought?

Answer. I cannot tell what it would have brought, but I can say on what terms it would have been a good speculation to have purchased it.

Question. What do you think it would have brought?

Answer. It might not have brought any more than the mortgage.

Question. Or as much?

Answer. I believe it would have brought as much; I should think it would, because property in this locality was then in demand.

Question. Do you believe that if it had then been sold without the mortgage being foreclosed, that it would have brought more than the mortgage?

Answer. I should think that probably it might have brought more; it would have depended altogether upon the terms, for cash speculators like to string out their money pretty well.

Question. How much more than the mortgage do you think it would have brought?

Answer. I do not know.

Question. How much more if the mortgage was foreclosed and the property sold?

Answer. In my judgment it would not have come much short of $100,000.

Question. If it had been sold under a foreclosure of the mortgage on the 23d of April would it have made any difference?

Mr. Florence. With the knowledge of the fact that the government had appropriated money to purchase a site opposite Fort Schuyler.

Answer. I do not think it would have made any difference.

Mr. Florence. What! with the knowledge that the government intended purchasing it?

Answer. That would have made a vast difference; there must always be an object for purchasers to buy.

Question. How much difference would it have made?

Answer. A difference of nearly 100 per cent.

Question, (by the CHAIRMAN.) Is Wilkins' Point the only site adapted for the fortification?

Answer. It is better adapted for a fortification than any other site.

Question. Putting out of the question the design of the government to purchase a site opposite Fort Schuyler for a fortification, or that such a site would ever be required, what, in your judgment, would the property have sold for under a foreclosure of the mortgage on the 23d of April, 1857?

Answer. I must preface a little before I answer. Property situated like this is classed as fancy property, and we have to wait until a party fancies it before we can get a price for it. I think that, if sold on the

23d of April, it would have brought nearly $100,000; that is my impression. I consider it a very valuable piece of property for fancy or certain purposes, and there is but few such pieces of property.

Question. Is there not a steamboat landing at Whitestone, and is not property there more marketable and valuable than this property at Wilkins' Point, throwing out of the question the matter of the fortification?

Answer. No, sir; because a capitalist—a man having means—would prefer, in purchasing, to go a little way off from a locality rather than be near it.

Question. That is, in purchasing a fancy place?

Answer. We are speaking of fancy places.

Question. But is not the property around Whitestone more valuable than this at Wilkins' Point?

Answer. Yes, sir.

Question. Were you not called upon by Prosper M. Wetmore in relation to this property at Wilkins' Point?

Answer. I was.

Question. When?

Answer. I cannot tell.

Question. What did he say?

Answer. All that he stated was, that he had called on me to get my opinion as to its value

Question. Where did he call on you?

Answer. At my office in the city of New York.

Question. You do not recollect the month?

Answer. I do not.

Question. Who called with him?

Answer. No one

Question. Did you ever see George Irving?

Answer. No, sir.

Question. Who paid your for signiug the certificate of value?

Answer. I have never had any pay for it; Mr. Wetmore called on me and asked me to sign it, but he has never paid me for it.

Question. He was to pay you?

Answer. He talked about it, but it has never come yet. He told me he would remunerate me, but I do not know whether he stated that he would give me $50, or what sum.

Question. You signed the certificate to accommodate General Wetmore?

Answer. He called on me and asked me whether I knew the locality, and what might be its value. I told him I did; gave him my opinion, and signed the certificate.

Question. Were there any other signatures to it when you signed it?

Answer. I declare I have forgotten whether there was or not.

Question. Did any other person than Gen. Prosper M. Wetmore ever call upon you in relation to it?

Answer. No, one.

Question. Did he tell you at the time that he was interested in it?

Answer. No. sir.

Question. Did he tell you who had an interest in it?

Answer. I do not think he did.

Question, (by Mr. Florence.) You expressed your disinterested opinion in that certificate you signed?

Answer. Yes, sir

Question. Based upon your knowledge of the value of property in the vicinity?

Answer. I had heard it talked of that this property was going to be sold to the government.

Question, (by the Chairman.) Did you sign that certificate because you knew the government was negotiating for the purchase of the property?

Answer. I had such a suspicion, but I did not know who the parties selling it were, or anything about it.

Question. Do you know who the parties interested in the sale of this property to the government were?

Answer. No, sir.

Question. Did General P. M. Wetmore never tell you?

Answer. No, sir.

Question. Did Augustus Schell ever call on you in relation to it?

Answer. No, sir.

Question. Did John C. Mather, or Richard Schell, ever call on you in relation to it?

Answer. No, sir.

APPENDIX.

A.

[Confidential.]

ENGINEER DEPARTMENT,
Washington, March 12, 1857.

SIR: Congress having appropriated, by act of 3d March, 1857, "for the commencement of a fort opposite Fort Schuyler, New York, $150,000," I have to request you to visit the locality at the earliest moment your other duties will permit, and examine the ground with a view to the selection of a site, and to enter into negotiations with the owners for its purchase.

Herewith is sent a tracing of a survey of both sides of the East river in the vicinity of the proposed work, from which you will perceive that considerable latitude in the location of the fort is allowable, either "Wilkins's Point," the neighborhood of the "old fort," or "Whitestone Point," affording eligible sites. Advantage should be taken of a circumstance so favorable in negotiating for the necessary land, so as to bring the owners in competition and secure fair terms to the government.

The quantity of land to be purchased will depend on the cost, and also on the configuration of the site determined upon. Should Wilkins's Point be selected, the United States should, if possible, obtain all beyond the narrow connecting neck. At the "old fort" the limits may be, say, a quarter by half a mile; and at "Whitestone Point" the boundaries may be the shore lines, extending, say, 600 yards from the point, and a straight line connecting their further extremities, thus enclosing a triangular space.

You will report to this office as early as practicable the results of your examination of the ground, and a statement of the terms on which the owners of the sites indicated will sell the land.

You will plainly understand that the more eligible position has been deemed to be "Wilkins's Point," and a project for that position was made more than thirty years ago. Still, in fact, that is not the only point, and the owner of Wilkins's should be made to understand this clearly; because it is thought that it was bought by him, and built upon, in the expectation of forcing the government to purchase at a large price.

Your good management, which should begin at once, will make the difference of a good many thousand dollars, I have no doubt.

I am, &c.,

J. G. TOTTEN,
Brevet Brigadier General and Colonel Engineers.

Major J. G. BARNARD, *Corps of Engineers, N. Y.*

ENGINEER DEPARTMENT,
February 25, 1858.

A true copy from the records of this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

B.

ENGINEER DEPARTMENT,
Washington, March 12, 1857.

SIR: You were notified by department letter of this date that Congress had appropriated, for the commencement of a fort opposite Fort Schuyler, New York, $150,000, and instructed to enter into negotiation for the purchase of the necessary site for the work.

As the law requires that jurisdiction over sites for forts, &c., shall be obtained before any money can be expended thereon, I have to request that you will take immediate steps to secure from the legislature of New York, now in session, a grant of jurisdiction over such land as may be acquired by the United States for the purposes of the work. Although the precise site of the work remains undetermined, within certain limits, I presume there will be no objection by the legislature to ceding the jurisdiction on that account.

Enclosed is a draft of an act of cession which, it is thought, embraces all the requisite conditions, and will be free from all objections, as far as the legislature is concerned. Should you consider any alterations advisable, please notify them to this office for consideration.

I am, &c.,

JOS. G. TOTTEN,
Brevet Brigadier General and Colonel Engineers.

Major J. G. BARNARD, *Corps of Engineers, N. Y.*

ENGINEER DEPARTMENT,
February 25, 1858.

A true copy from the records of this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

C.

[Private.)

NEW YORK, *March* 20, 1857.

MY DEAR GENERAL: The enclosed is a copy of a draft of an act which (with the Fort Tompkins tract combined,) I have this day forwarded to the Hon. D. R. Y. Jones, representative from this district, and asked his aid in procuring a prompt action of the legislature.

I have awaited information as to the best thing to ask and the best mode of proceeding.

The draft was given me by the district attorney, Mr. McKeon, who objected to conceding to New York concurrent jurisdiction for any purpose, merely giving them the power of executing process for acts committed outside of our tract. He seemed to attach importance to this, and, as I understood, had caused such acts as had been recently obtained under his direction to be in this form.

Major Delafield said the extension of jurisdiction of the United States four hundred yards beyond low water *ought not to be asked*, and would not be granted, and Mr. McKeon finally concurred in leaving it out; but as it was in your draft I thought I would leave it in, letting it be struck out *if they would not* grant it.

I think I now know pretty well what we will have to do as to the Long Island site, but defer making any recommendation until I have been over all the ground. I *could* not do so this week, the weather has been so bad, and I have had parties all the time to see *here*; will go early next week.

I am, very respectfully, your most obedient,

J. G. BARNARD, *Brevet Major.*

General Totten, *Chief Engineer.*

If you would modify this draft, please return it, with your wishes, or return it any way.

AN ACT to cede to the United States jurisdiction over certain land in the county of Queens, Long Island.

The people of the State of New York, &c., do enact as follows:

Section 1. Jurisdiction is hereby ceded to the United States over all, and each, and every tract of land on the island of Long Island, in the county of Queens, Long Island, in a direction opposite Fort Schuyler, East river, that may be acquired by the United States, under the appropriation of March 30, 1857, by Congress, for the commencement of a fort opposite Fort Schuyler, New York, for the purpose of building and maintaining thereon forts, magazines, arsenals, dock-yards, wharves, and other structures, with their appendages, and over all the contiguous shores, flats, and waters within four hundred yards from low-water mark. And all right, title, and claim which this State may have *to* or *in* the premises aforesaid is hereby granted to the United States: *Provided*, That this State shall have all necessary and needful power for the service and execution of all due processes of law, under the authority of this State, against any person or persons charged with any matter committed without the premises aforesaid and without the jurisdiction of the courts of the United States, in the same way and manner as if this act had *not* been passed.

Section 2. The premises over which jurisdiction is granted by this

act, and all structures and other property thereon shall be exonerated and discharged from all taxes and assessments which may be laid or imposed under authority of this State while said premises shall remain the property of the United States and shall be used for the purpose intended by this act.

SECTION 3. This act shall take effect immediately.

APPENDIX D.

ENGINEER DEPARTMENT,
Washington, March 21, 1857.

SIR: I have to acknowledge the receipt of your letter of the 20th instant, enclosing a copy of the draft of an act which you have forwarded to the representative of your district to be submitted to the legislature of New York, granting the United States jurisdiction over the land for a fort opposite Fort Schuyler.

The provisions of the act seem to be unobjectionable, the modifications made at the instance of the district attorney in the draft sent to you from this office being important.

The principal object in asking the jurisdiction over the contiguous shores, waters, &c., was to secure the necessary wharves, &c., which may be required for the use of the work, being within the ceded limits. The limit of 400 yards might perhaps be reduced without inconvenience, and if any serious objection be made to extending the jurisdiction over the water, it might be further restricted to the wharves and buildings thereon.

The draft of the proposed act is returned herewith, as required.

Very, &c.,

JOS. G. TOTTEN,
Brev. Brig. Gen. and Colonel Engineers.

Major J G. BARNARD,
Corps of Engineers, New York.

E.

ENGINEER DEPARTMENT,
Washington, March 26, 1857.

SIR: Your letter of the 24th inst., on the subject of the land required for the site of a fort opposite Fort Schuyler, has been received, with the two tracings of the grounds in the vicinity of "Wilkins' Point" and the "old fort."

As the prices demanded by the owners of the land are considered exorbitant, I deem it of the utmost importance that you should, during your personal examination of the locality, confer with persons residing in the neighborhood in reference to the value of similar property around them, with the view of ascertaining whether the prices demanded are considered fair, by persons on the spot.

I have no idea that the Secretary of War will authorize an offer to Mr. Wissmann of the sum you mention for his property at Wilkins' Point, and therefore have not submitted your proposition to him. Should it ever prove, after further negotiations and investigation, that

the land cannot be procured on better terms than those now offered, it is still very doubtful whether so large a sum should be paid, except on the award of a jury. It is, therefore, the more indispensable that a law should be at once obtained authorizing the condemnation of the land, whether to be resorted to or not.

Any objection which the legislature may make to granting jurisdiction over such land as the government may purchase for the site, can, I think, be easily removed by explaining *in person* the reasons for asking it; and you are, therefore, authorized to visit Albany for this purpose, and to attend to any other matters connected with the subject of jurisdiction and condemnation of the property, which may be advanced by your personal attention.

The sketch of Wilkins' Point furnished with your letter, and to which you refer for the position and boundaries of Mr. Day's tract, does not afford such information; and is, therefore, returned, with request that you will have the tracts, both of Mr. Day and Mr. Wissman, distinctly marked thereon.

The letter of Mr. Day to Mr. Van Nostrand is returned herewith, as requested.

I am, &c.,

J. G. TOTTEN,
Brevet Brigadier General and Colonel Engineers.

Major J. G. BARNARD,
Corps of Engineers, New York.

ENGINEER DEPARTMENT,
February 25, 1858.

A true copy from the records of this office.

H G. WRIGHT,
Captain of Engineers, in charge.

F.

[Received March 28, 1857.]

NEW YORK, *March* 29, (27,) 1855, (57.)

SIR: I respectfully acknowledge the receipt of your letter of the 25th instant respecting proceedings to be taken with regard to the purchase of "Wilkins' Point."

I have no doubt the course directed as to the manner of obtaining possession of this property is the best, and was prepared to recommend it myself.

I shall proceed to Albany this evening and endeavor to get the laws directed.

I am, very respectfully, your most obedient,

J. G. BARNARD,
Brevet General, Engineers.

General JOSEPH G. TOTTEN,
Chief Engineer, &c.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Capt. of Engineers, in charge.

G.

[Confidential.]

NEW YORK, *March* 28, 1857.

SIR: I wrote you yesterday that I should proceed to-day to Albany, but afterwards concluded that as I could do little there to-day I had better remain here. I have just received a letter from Mr. Jones, of the assembly, in which he states that the act of cession will pass, my written explanations having proved sufficient, so that except to get the condemnation, there is no necessity for my going there.

Now, in reference to that, further reflection and knowledge of the actual state of things has induced me to hesitate about its expediency, and before going to Albany with that object I think best to consult you.

I wrote you yesterday under the impression that the agreement or sale to Irving, which I described yesterday, was *got up* as an instrument of exaction.

But I feel now pretty well satisfied that Mr. Weissman was not concerned in it. It was, I believe, the operation of a speculator, and Mr. Weissman, I think, need only be charged with the folly of listening to this class of people. He is a simple man, and his head has been upset by the idea of the great value of his land to the United States, and by the conflicting solicitations and representations by which he has been assailed.

He has been made to understand that the United States will *not* pay an exorbitant price, and that he will only embarrass himself by losing the sale to the government through this man Irving.

Now, with regard to the *real value* of the property, I have told you how lands (with water fronts) in the vicinity were held and estimated. I have told you how this tract is generally regarded by all acquainted with it, viz: as one of the *most* valuable now remaining unoccupied on the East river. I told you that I thought the United States need not expect to pay less than $700 or $750 per acre, and I feel confident that a jury would not assess his house and expenses on the property at less than $15,000.

If, therefore, the property is condemned, I *feel confident* that $100,000 will be as low a value as we could expect from a fair and honest jury. I am fortified in this by the opinions of many men of wealth and standing, who either reside in the neighborhood or who are acquainted with the land. *You* well know that in all such cases the most honest juries are always inclined to award a round liberal sum to the party against the United States.

On the other hand, if instead of buying for $100,000 when *we can*, we chose to *seize* and condemn, every possible influence will be brought to bear to obtain an exorbitant award from a jury, not by Mr. Weissman, for he has not tact, nor shrewdness, nor influence, nor enterprise enough, but by *speculators*, into whose hands, in spite of himself, he will fall, and whose eyes have been on this property ever since the appropriation was passed. This danger is not *imaginary;* men of wealth and influence will lend themselves to it, and in addition, the popular idea that the construction of a work here will

damage all the property around will be used to make the United States pay heavily for coming there. This idea is very prevalent with every one. It was so even twenty-five years ago, when Fort Schuyler was building, when the wealthy residents in this same locality exhibited the greatest aversion to our works at Fort Schuyler, though they had the East river between.

I give it as my firm conviction, that if the United States seize this property, *they will not get it for the existing appropriation;* and that not only delay in the commencing of the work, but in the obtaining a title will ensue.

It will be regarded by the community here as the more inexcusable, if it is known that the property can now be purchased for what *they* regard as a *reasonable* sum.

I have good reason to believe that, if authorized between now and the 1st of April, I can secure Mr. Wissmann's property for $100,000; that under the advice of prudent friends he will, rather than embarrass the sale, sell for that sum to the United States. After the 1st it may not be so easy; but I doubt whether Mr. Irving's purchase will amount to anything, as it is doubted whether he can, or will pay the $5,000.

With Mr. Wissmann's land secured, Mr. Day's will give no embarrassment. We can purchase *reasonably*, or we can commence work without purchasing, or we can seize.

Mr. Day, *apparently* with the utmost frankness and sincerity, expresses a preference for the latter course. He is perfectly confident that he would get an award that would be satisfactory *to him.*

I have thought best to submit all this to you. If I go to Albany and ask a bill of condemnation, from that moment the land will *rise.* Speculators will get possession, and no jury we can appoint will prevent their making a *good thing* of it. Our titles will be delayed as well as our work. I should desire to learn *here* what course you direct at the earliest possible moment, that I may either negotiate with Mr. Wissmann or, if necessary, go to Albany.

I am, very respectfully, your obedient servant,

J. G. BARNARD,
Brevet Major of Engineers.

General J. G. TOTTEN,
Chief Engineer, &c.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

H.

ENGINEER DEPARTMENT,
Washington, March 28, 1857.

SIR: I believe the enclosed copy of the act of the legislature of New York, authorizing the condemnation of a part of the land constituting the site of Fort Porter, will afford all the information you require as

to the proper form of a law, to be asked of the legislature, for condemning lands for the fort opposite Fort Schuyler.

The law of New York, under which the proceedings of condemnation are to be conducted, is referred to in the body of the act, and may be found in the revised statutes of the State.

In drawing up a form of the law, for presentation to the legislature, the latter part, instead of giving concurrent jurisdiction to the State over the land, should be made to conform to Mr. McKeon's recommendation.

Your letter of the 27th inst., asking instructions as to the application of the new appropriations, has been received, and will be attended to.

I am, &c.,

JOS. G. TOTTEN,
Brevet Brig. Gen. and Col. Eng'rs.

Major J. G. BARNARD,
Corps of Engineers, New York.

ENGINEER DEPARTMENT, *February* 25, 1858.

The foregoing is a true copy from the records of this office.

H. G. WRIGHT,
Capt. of Engineers, in charge.

I.

ENGINEER DEPARTMENT,
Washington, March 30, 1857.

SIR: You will proceed without delay to Albany and attend personally to procuring from the legislature of New York an act authorizing the condemnation of the land which the United States requires for the site of the fort opposite Fort Schuyler, and urge, at the same time, the passage of a law granting to the United States jurisdiction over the same, as well as over the land which it is proposed to purchase on Staten Island for enlarging the site of Fort Tompkins.

The Secretary of War considers it indispensable to procure, if practicable, this law for the condemnation of the land opposite Fort Schuyler, the question whether recourse shall be had to it being left for future consideration.

By order of General Totten.

Very, &c.,

H. G. WRIGHT,
Captain, and Assistant Chief Engineer.

Major J. G. BARNARD,
Corps of Engineers, New York.

P. S. Your letter of the 28th instant, marked "confidential," is received. A copy of the law authorizing the condemnation of a part of the land forming the site of Fort Porter was sent to you on Saturday for your information, directed to Congress Hall, Albany.

H. G. W.

ENGINEER DEPARTMENT, *February* 25, 1858.

A true copy from the records of this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

J.

The Magnetic Telegraph Company—Morse line—between New York and New Orleans direct, and connecting at Philadelphia with the western lines. Washington Office, National Hotel, Pennsylvania avenue, corner of Sixth.

Dated NEW YORK, *March* 31, 1857.

SIR: It will be most prejudicial to the interests of the United States if the land passes into the hands of speculators, as it will do to-morrow, if I am not authorized to secure it to-day.

I beg my letter of yesterday may be referred to the Secretary of War, and a despatch sent me to-day.

Letter of March 30 received.

J. G. BARNARD,
4 *Bowling Green.*

Captain H. G. WRIGHT,
In charge of Engineer Bureau.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

K.

ENGINEER DEPARTMENT,
Washington, April 1, 1857.

SIR: A reply to your telegraphic despatch of yesterday, in reference to securing the land opposite Fort Schuyler, was, the same day, sent by telegraph to your address, No. 4 Bowling Green, New York, in the words recited below.

Very, &c.,

JOS. G. TOTTEN,
Brevet Brigadier General and Colonel Engineers.

Major J. G. BARNARD,
Corps of Engineers, New York.

"I have seen the Secretary, who adheres to former instructions. He will not agree to paying so much for the land without further investigation, and perhaps a condemnation. The act of condemnation should be promptly secured.

"By order of General TOTTEN,

"H. G. WRIGHT,
"*Captain of Engineers.*"

ENGINEER DEPARTMENT, *February* 25, 1858.

A true copy from the records of this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

L.

NEW YORK, *April* 6, 1857.

SIR: I succeeded in having reported to the Senate an amendatory paragraph to the assembly bill granting "permission to purchase, and ceding jurisdiction" of the site of a fort "opposite Fort Schuyler," to this "effect," and if it be found impracticable to "purchase on such terms as the United States shall deem equitable, the consent of the legislature is hereby given to the United States taking so much land as shall be necessary for the purpose, on just and full compensation being provided the owners thereof, in accordance with, (section and titles, &c., enumerated,) * * Revised Statutes."

We could not get the cession of jurisdiction in the form recommended by Mr. McKeon; but a *concurrent* jurisdiction only was given in words something like the following:

"Jurisdiction (of such land as may be purchased or taken for purposes enumerated) is ceded to the United States; *provided* the State of New York shall have *concurrent jurisdiction* so far "that all civil criminal processes may be served therein the same as if no jurisdiction had been granted, except as concerns the real and personal property of the United States." (I have left my memoranda at home, and give the *substance* from memory.)

Mr. Jones, of Queens county, (who had charge of the bill in the assembly,) told me it was *impracticable* to obtain the jurisdiction in any other form. The committee absolutely *refused to report it* unless put in this shape. The popular *sectional feeling* had much to do with it; hence, it was not worth while to endanger the bill by stickling about it.

The amended bill was reported favorably to the senate by the committee on the judiciary, and as it will not be called up for a day or two, and I could do nothing in the meantime, I deemed it best to return here where my duties demanded some personal attention. The amended bill will require a simple "concurrence" of the assembly (without any recommittal) and there is nothing to prevent the passage; but to make sure, my friends thought I had better return on Tuesday or Wednesday, and, with your authority, I will do so. The immense pressure of business in both bodies requires that every bill should be carefully watched.

Your letter of the 1st instant was received at Albany.

The letter of March 31, in reference to Fort Schuyler, is at hand and will be noticed another time.

I am, very respectfully, your obedient servant,

J. G. BARNARD,
Brevet Major Engineers.

Gen. J. G. TOTTEN,
Chief Engineer, &c., Washington, D. C.

P. S. Jurisdiction was ceded for "four hundred *feet*" beyond low water line.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Capt. of Engineers, in charge.

M.

[Private.—Received April 16, 1857.]

NEW YORK, *April* 15.

MY DEAR GENERAL: Before taking any steps with regard to Wilkins' Point, it would be best that you should know the *probability* that Cryder's place can be bought for much less than I estimated in my letter of March 24 ($114,000.) I was mistaken in supposing that he considered the sum he had *expended* ($40,000) on his house and grounds as what he thought he ought to be refunded for *improvements*.

I have no authority to say, but I have reason to believe, that his place might be bought for about $80,000.

There would still be the objection as to the injury done to the adjacent places—Brown's in particular. So far as I can learn, the arrangment with Irving went into effect on the 1st April, by the actual payment of the $5,000.

There is no doubt but every expedient will be resorted to to get an enormous price for this land.

Very respectfully, your most obedient,

J. G. BARNARD,
Brevet Major.

General TOTTEN,
Chief Engineer.

ENGINEER DEPARTMENT,
February 27, 1858.

A true copy from the original filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

N.

ENGINEER OFFICE, NEW YORK, *April* 25, 1857.

SIR: I herewith enclose you the official copy of the act recently passed by the legislature of this State ceding jurisdiction, &c., to the United States.

The first section is a perfect jumble. It would seem that, as it first stood, the clause ceding "jurisdiction over" certain lands "*and* over all the contiguous shore flats and waters within four hundred feet," had been changed by making it a mere *consent to purchase*, transferring the cession of jurisdiction to a separate section, (the 3d;) while the phrase commencing (as quoted) "and over," &c., has been left inadvertently to stand where, isolated from its connexion, it seems to have no meaning.

As the third section cedes jurisdiction over all the "property referred to and set forth" in the first, however, I presume a reasonable construction will find a cession of jurisdiction over these four hundred feet beyond low-water mark, which is the important matter.

An error, (verbal,) whether of the official copyist, or of the clerks of the senate or house, I know not, appears in the third line of the first section, by which "Long Island" is written "Loud Island."

I don't know whether admission of the modification of the *last* section from *my* draft is a fault chargeable to me, or whether Mr. Jones found it *necessary* so to change it, (as he said he *had* to make a new bill, identical with one before passed for certain lands at Ogdensburgh.)

One who was not present can hardly conceive the pressure under which both houses of the legislature seemed to be working, nor the number of *outsiders* whom each member had to demand his attention to this or that measure.

I but *once* succeeded in getting hold of the bill itself, (not *this*, but the original amended bill,) while in the hands of the chairman of the judiciary committee. In explaining to him the amendment required, and showing why and how it was required, and overcoming his first objections to making it, I exhausted the time he could give me, and I did not perceive the modification of the section alluded to.

I do not know that it is of much importance, but it would have been better as I first drew it, (conformably to the draft sent from the department.)

I am, very respectfully, your most obedient,

J. G. BARNARD,
Brevet Major Engineers.

Gen. J. G. TOTTEN, *Chief Engineer, &c.*

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original, now on file in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

O.

George Irving, of Great Neck, Queens county, Long Island, offers for sale the neck of land known as Willett's (or Wilkins') Neck, situated on the west side of Little Neck bay, and directly opposite Fort Schuyler, in Westchester county, at the confluence of the East river and Long Island Sound.

The situation of this neck is peculiar. It commands, not only the approaches by the East river and the Sound, but the two open bays of Little Neck and East Chester, while, from its elevated position, it overlooks Fort Schuyler and Cryder's Point.

The neck contains (exclusive of 26 acres belonging to Mr. Day) about 130 acres of land. It is surrounded by water on three sides, and the fourth is protected by a creek and marsh.

It will be sold (exclusive of Mr. Day's land) for the sum of two hundred thousand dollars, payable as follows: one hundred and fifteen thousand dollars on the first day of July, 1857, the balance, of eighty-five thousand dollars, may remain on mortgage for five years if desired.

This offer is to remain binding on George Irving until the 14th of April, 1857.

The title is indisputable, and no person has power to sell it but George Irving.

GEORGE IRVING.

NEW YORK, *April* 3, 1857.

(For map, see original.)

If the within mentioned tract of land shall amount, upon actual survey, to about the quantity represented, to wit, from one hundred to one hundred and thirty acres, and the title thereto shall prove to be good, as ascertained by the attorney of the United States at New York, then I accept the within offer of sale.

JOHN B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *April* 28, 1857.

ENGINEER DEPARTMENT, *February* 27, 1858.

The within and foregoing are true copies from the original filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

P.

This indenture, made the twelfth day of May, in the year 1857, between Frederick Wissmann, of the city of New York, merchant, and Celine Frances, his wife, and Cornelius F. Van Blankensteyn, of the city of New York, trustee of certain property and effects for the benefit of the said Celine Frances Wissmann, who executes these presents at the request of the said Celine Frances, signified by her executing these presents, parties of the first part, and George Irving, of Little Neck, in the county of Queens, and State of New York, party of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of one hundred and thirty thousand dollars, lawful money of the United States of America, to the said Cornelius F. Van Blankensteyn, trustee, and of one dollar to the said Frederick and Celine Frances Wissmann,* in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain farm, tract, or parcel of land, situate, lying, and being near a place called Willett's Neck, in the county of Queens, and State of New York, bounded and described as follows, that is to say: Beginning at a stake on the northeasterly side of the bridge, across the creek, in the centre of Mr. Wissmann's new private road, leading from the highway to his house, being the most southerly corner of Mr. Day's land; and running

* The words "said Cornelius F. Van Blankensteyn, trustee, and of one dollar to the said Frederick and Celine Frances Wissmann," are interlined before execution hereof.

thence along the centre of said road north, (37° 14′,) thirty-seven degrees fourteen minutes east, (520) five hundred and twenty feet; thence north, (26° 29′,) twenty-six degrees twenty-nine minutes east, (140) one hundred and forty feet; thence north, (22° 33′,) twenty-two degrees thirty-three minutes west, (713 feet 6 inches) seven hundred and thirteen feet six inches; thence north, (74° 36′,) seventy-four degrees thirty-six minutes west, along Mr. Day's land to the East river; thence following the windings of the river, northerly and easterly, to Little Neck bay; thence along the bay, southerly and westerly, to the centre of the creek above mentioned; and thence following the centre of the said creek as it winds and turns in a northerly direction to the point of beginning, containing about one hundred and ten acres, be the same more or less; together with a right of way over the road which crosses the said bridge and causeway, running to the public highway: together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, dower, and right of dower, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances: to have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Frederick Wissmann, for himself, his heirs, executors, and administrators, doth promise and agree to and with the said party of the second part, his heirs and assigns, that the said parties of the first part have not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby, or by means whereof, the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter, shall or may be impeached, charged, or encumbered, in any manner or way whatsoever.

In witness whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

FRED'K WISSMANN. [L. S.]
CELINE F. WISSMANN. [L. S.]
C. F. VAN BLANKENSTEYN, [L. S.]
Trustee for Mrs. C. F. Van Wissmann.

Sealed and delivered in presence of—
SAM'L WILLETT,
As to the signatures of Frederick Wissman and wife.

STATE OF NEW YORK, *Queens County,* } *ss*

On this 13th day of May, 1857, before me, personally came Frederick Wissmann and Celine, his wife, both to me known to be the same individuals described in and who executed the foregoing conveyance, who severally duly acknowledged that they executed the same; and the said Celine, on a private examination by and before me, apart

from her husband, acknowledged that she executed said conveyance freely, and without any fear or compulsion of or from her said husband.

SAM'L WILLETT,
Justice of the Peace.

CITY AND COUNTY OF NEW YORK, *ss.*

On the 14th day of May, in the year 1857, before me, came C. F. Van Blankensteyn, to me known to be the trustee of Celine F. Wissmann, mentioned and described in and who executed the above instrument, and acknowledged that he executed the same as such trustee as aforesaid.

JOHN A. FOSTER,
Commissioner of Deeds.

STATE OF NEW YORK, }
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, and also clerk of the supreme court for said city and county, do hereby certify that John A. Foster, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same; and, further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, the third day of July, 1857.

RICHARD B. CONNOLLY, *Clerk.*

Entered and compared the foregoing with the original, the 19th day of November, 1857, at 12 o'clock m.

Examined by— STEPHEN L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, as the same is recorded in my office, in Liber 156 of Deeds, page 411, &c., on the, and that the same is a true and correct transcript thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of the said county, this 15th day of February, 1858.

STEPHEN L. SPADER, *Clerk.*

Q.

This indenture, made the 16th day of May, in the year 1857, between George Irving of Little Neck, in the county of Queens, and State of New York, and Robertine, his wife, parties of the first part,

and the United States of America, parties of the second part, witnesseth: That the parties of the first part, for and in consideration of the sum of $200,000, lawful money of the United States of America, to them in hand paid by the said parties of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties, of the second part forever released and discharged from the same, by these presents have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, and to them and their assigns forever, all that farm or tract of land, part of a neck of land, called "Thorne's or Willett's Neck," situate, lying and being in the town of Flushing, county of Queens, and State of New York, bounded and containing as follows: Beginning at a stake on the northeasterly side of the bridge across the creek, in the centre of Mr. Wissmann's new private road leading from the highway to his house, being the most southerly corner of Mr. Day's land, and running thence along the centre of said road N. 37° 14′ E. five hundred and twenty feet; thence N. 26° 29′, E. one hundred and forty feet; thence N. 22° 33′, W. seven hundred and thirteen feet and six inches; thence N. 74° 36′, W. five hundred and twenty-one feet and seven inches; thence N. 19° 10′, E. thirty-one feet and six inches; thence N. 70° 50′, W. fifty feet; thence S. 19° 10′, W. forty-one feet; thence N. 74° 36′, W. to the East river; thence following the windings of the river northerly and easterly to Little Neck bay; thence along the bay southerly and westerly to the centre of the creek above mentioned; and thence following the centre of the said creek as it winds and turns in a northerly direction to the point of beginnin—containing about one hundred and ten acres of land, be the same more or less: together with a right of way over the road which crosses the said brige and the causeway leading to the public highway.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, dower, right of dower, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold the above granted, bargained, and described premises, with the appurtenances, unto the said parties of the second part, and to their assigns, to their own proper use, benefit, and behoof forever; subject to a mortgage made by said George Irving to Cornelius F. Van Blankensteyn, trustee of Celine Frances, wife of Frederick Wissmann, to secure the principal sum of eighty-five thousand dollars, with interest, which principal sum and arrears of interest forms part of the consideration of this conveyance, and the payment thereof is assumed by said parties of the second part hereto.

And the said George Irving, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, and agree to and with

the said parties of the second part and their assigns, that the said George Irving, at the time of the sealing and delivery of these presents, is lawfully seized in his own right of a good, absolute, and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted, bargained, and described premises, with the appurtenances, except as aforesaid, and hath good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid; and that the said parties of the second part and their assigns shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said parties of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same; and that the same now are free, clear, discharged, and unencumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances, of what nature or kind soever, except as aforesaid. And also that the said parties of the first part and their heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest of, in, or to the hereinbefore granted premises, by, from, under, or in trust for them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said parties of the second part and their assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said parties of the second part and their assigns forever, as by the said parties of the second part and their assigns, or counsel learned in the law, shall be reasonably devised, advised, or required. And the said George Irving the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said parties of the second part and their assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

GEORGE IRVING, [L. S.]
ROBERTINE IRVING, [L. S.]

Sealed and delivered in the presence of—
H. H. RICE.

CITY AND COUNTY OF NEW YORK, *ss.*

On the 16th day of May personally, before me, came George Irving and Robertine, his wife, known to me to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same; and the said Robertine, on a private exami-

nation by me, made apart from her husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

H. H. RICE,
Commissioner of Deeds.

STATE OF NEW YORK, }
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, and also clerk of the supreme court for said city and county, do hereby certify that H. H. Rice, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same; and further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, the 20th day of November, 1857.

RICHARD B. CONNOLLY, *Clerk.*

Entered and compared the foregoing with the original the 21st day of November, 1857, at 9 o'clock a. m.

Examined by—

STEPHEN L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, as the same is recorded in my office, in Liber 156 of Deeds, page 422, &c., and that the same is a true and correct transcript thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of the said county, this 15th day of February, 1858.

STEPHEN L. SPADER, *Clerk.*

The deed bore the following endorsement upon its back:

Willett's Neck, New York. [No. 3.

GEORGE IRVING AND WIFE TO THE UNITED STATES.

—

Deed.

WAR DEPARTMENT, *July* 8, 1857.

The Attorney General having certified that the within deed vests a valid title in the United States, it is hereby approved. A requisition

will, therefore, be issued for the first payment, viz: one hundred and fifteen thousand dollars.

J. B. FLOYD,
Secretary of War.

Rec'd July 8, 1857. ENGINEER DEPARTMENT.
(S. W. 1775.)

(3) Recorded in Liber 156, page 422, &c.—S. H. D. M.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy of an endorsement by the Secretary of War on the original deed from George Irving and wife to the United States, filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

R.

This indenture, made the 12th day of May, in the year 1857, between George Irving, of Little Neck, in the county of Queens and State of New York, party of the first part, and Cornelius F. Van Blankenstyne, of the city of New York, trustee of certain property and effects for the benefit of Celine Frances, wife of Frederick Wissmann, party of the second part; whereas the said George Irving is justly indebted to the said party of the second part in the sum of $15,502 61, lawful money of the United States, secured to be paid by his certain bond or obligation bearing even date with these presents in the penal sum of $31,005 22, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of $15,502 61 on the 10th day of July, which will be in the year of our Lord 1857; which said bond also contains an agreement that, should any default be made in the payment of the said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of days, then and from thenceforth, that is to say, after the lapse of the said days, the aforesaid principal sum of $15,502 61, with all arrearage of interest thereon, shall, at the option of the said party of the second part, his legal representatives, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding, as by the said bond or obligation, and the said agreement therein contained, and the condition thereof, reference being thereunto had, may more fully appear. Now, this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and

meaning thereof, and also for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to his successors and assigns forever, all that certain farm, tract or parcel of land situate, lying and being near a place called "Willett's Neck," in the county of Queens and State of New York, bounded and described as follows, that is to say: Begining at a stake in the northeasterly side of the bridge across the creek, in the centre of Mr. Wissmann's new private road leading from the highway to his house, being the most southerly corner of Mr. Day's land, and running thence along the centre of said road north thirty-seven degrees fourteen minutes, east five hundred and twenty feet; thence north twenty-six degrees twenty-nine minutes, east one hundred and forty feet; thence north twenty-two degrees thirty-three minutes, west seven hundred and thirteen feet six inches; thence north seventy-four degrees thirty-six minutes west, along Mr. Day's land to the East river; thence following the windings of the river northerly and easterly to Little Neck bay; thence along the bay southerly and westerly to the centre of the creek above mentioned, and thence following the centre of the said creek as it winds and turns in a northerly direction to the point of beginning, containing about one hundred and ten acres, be the same more or less; together with a right of way over the road which crosses the said bridge and causeway running to the public highway, being the same premises this day conveyed by the said party of the second part. Together with the said Frederick Wissmann and Celine Frances, his wife, to the party of the first part, by an indenture bearing even date herewith, and these presents being executed and delivered to secure the payment of a portion of the purchase or consideration money expressed in said deed. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof with the appurtenances. To have and to hold the above granted and described premises, with the appurtenances, unto the said party of the second part, his successors and assigns, to his and their own proper use, benefit and behoof forever; provided always, and these presents are upon this express condition, that if the said party of the first part, his executors, administrators, or assigns shall well and truly pay unto the said party of the second part, his successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon, at the time and in the manner mentioned in the said condition according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void. And the said George Irving doth cove-

nant and agree to pay unto the said party of the second part, his successors or assigns, the said sum of money and interest as mentioned above and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, his successors or assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, his heirs or assigns therein, at public auction, according to the act in such case made and provided; and as the attorney of the said party of the first part for that purpose, by these presents duly authorized, constituted, and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance, in the law, for the same in fee simple. And out of the money arising from such sale, to retain the principal and interest, which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase money (if any there shall be) unto the said George Irving, his heirs and assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said party of the first part, his legal representatives and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under them, or any of them.

In witness whereof, the party of the first part hath hereunto set his hand and seal the day and year first above written.

GEORGE IRVING. [L. S.]

Sealed and delivered in the presence of—
W. C. WETMORE.

CITY AND COUNTY OF NEW YORK, *ss.*

On this 2d day of July, A. D. 1857, before me, came William C. Wetmore, the subscribing witness to the foregoing indenture, to me known, who, being by me duly affirmed, did declare and say, that he resides in the city of New York; that he is acquainted with George Irving, and knows him to be the same person described in and who executed the foregoing indenture; that he acknowledged the same in his presence, and that the said Wetmore thereupon subscribed his name as a witness thereto.

JAMES P. HYATT,
Commissioner of Deeds.

STATE OF NEW YORK,
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, and also clerk of the supreme court for said city and county, do hereby certify that James P. Hyatt, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and

thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same; and further, that I am well acquainted with the hand writing of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court and county, the 3d day of July, 1857.

[L. S.]

RICH'D B. CONNOLLY, *Clerk.*

Eentred and compared the foregoing with the original on the 6th the of July, 1857, at 5 o'clock p. m.

Examined by—

STEPHEN L. SPADER, *Clerk.*

The foregoing mortgage cancelled of record July 10, 1857, for certificate of satisfaction.—(See Liber 8 of Discharges, page 193, &c., and on file.)

S. L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of thecounty of Queens, do hereby certify that I have compared the foregoing with the original as the same is recorded in my office in Liber 94 of Mortgages, page 147, &c.; and that the same is a true and correct transcript thereof, and the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county, this 22d day of February, 1858.

[L. S.]

STEPHEN L. SPADER, *Clerk.*

S.

ATTORNEY GENERAL'S OFFICE,
July 7, 1857.

SIR: I have the honor to acknowledge the receipt of your communication of the 6th instant, transmitting for my consideration a deed from George Irving and wife to the United States of a site for a fortification at Willet's Neck, in Flushing, New York, and papers relating to the title thereto.

I have examined these papers, and certify that the said deed vests in the United States valid title to the premises therein described.

No sufficient evidence that there are no outstanding taxes or assessments which remain unpaid, and a lien upon the land, has been produced. Before the actual payment of the purchase money such evidence of a satisfactory kind should be produced to the officer making payment. This evidence should be filed with the papers in the case.

An official certificate from the United States district attorney, or the treasurer of Queens county, would be suitable evidence to prove that there are no outstanding unpaid taxes.

Very respectfully,

J. S. BLACK.

Hon. JOHN B. FLOYD,
Secretary of War.

[Telegraphic Message.]

"NEW YORK, *July* 8.

"The taxes on Willett's Neck property have been secured and can be considered removed.

"JOHN McKEON,
"*District Attorney United States.*

"J. S. BLACK,
"*Attorney General, Washington.*"

ENGINEER DEPARTMENT,
April 12, 1858.

I certify that the foregoing is a true copy from the original, now on file in this office, of the opinion of the Attorney General and of the telegraphic communication which is attached thereto.

H. G. WRIGHT,
Captain of Engineers, in charge.

T.

NEW YORK, *April* 24, 1857.

GENTLEMEN: In answer to your inquiries as to the value of the piece of land situate on the East river, opposite Fort Schuyler, known as Willett's Point, I can say that I own property in that vicinity, and am acquainted with the locality.

A number of our leading merchants, including Mr. Cryder, of the firm of Wetmore & Cryder; Mr. Stewart Brown, of the firm of Brown, Brothers & Co.; Mr. John Hagerty, and Mr. Henry Grinnell, have erected country seats near that place.

This property, (Willett's Point,) is well adapted for like use; and, in my judgment, is equal, if not more valuable than that owned by either of those gentlemen.

It is proper for me to add, that the location of the land in question is most beautiful—being high, and commanding a most extensive view both up and down the East river; and all the property in the neighborhood has been improved by the erection of dwellings and villas by gentlemen of fortune, and the lands highly cultivated.

With great respect, I remain yours truly,

A. H. MICKLE.

AUGUSTUS SCHELL, Esq., and ISAAC V. FOWLER, Esq.

ENGINEER DEPARTMENT,
February 27, 1858.

A true copy from the original, filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

No. 1.

[Received March 28, 1857.—Private.]

NEW YORK, *March* 27, 1857.

MY DEAR GENERAL: Can you not indicate the form of law you wish to have passed, or refer me to some *precedent*—I mean, for *condemnation?*

I am quite ignorant on the subject. I thought the *right* was absolute in the general government; if so, what has the State government to do with it?

I feel confident, from all I can gather, as to the sense of the value of this property which most people who are acquainted with it have, that any jury we can appoint, or have appointed, will award Wissmann *more* than $100,000; and that this property *might*, possibly, be secured for that sum, for I imagine the Irving purchase would not stand in the way.

Please address me at "Congress Hall, Albany."

Respectfully, your most obedient,

J. G. BARNARD,
Brevet Major Eng's.

P. S.—If you have any suggestions or information to give as to the law, please write immediately.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Capt. of Eng's, in charge.

No. 2.

ENGINEER DEPARTMENT,
Washington April 28, 1857.

SIR: I have the honor to state that there has just been received, for file in this office, the proposition of Mr. George Irving, made to you on the 3d instant, for the sale to the United States of Willet's (or Wilkins') Neck, (exclusive of 26 acres belonging to Mr. Day,) situated

on Long Island, opposite Fort Schuyler, for the sum of $200,000, with the endorsement thereon of your acceptance of the offer, provided the quantity of land be about as represented, to wit: from "one hundred to one hundred and thirty acres," and the title shall prove to be good.

Supposing it may not have been brought to your notice that the above sum exceeds the amount appropriated by Congress, I take leave to cite the words of the grant, which are these:

"*For the commencement of a fort opposite Fort Schuyler, New York, one hundred and fifty thousand dollars.*"

Should the deficient appropriation present no obstacle to the consummation of the bargain, I have to request that the proper law officer be requested to direct as to the necessary papers, including a mortgage, to cover the deficit.

I have the honor to be, sir, your obedient servant,

JOS. G. TOTTEN,
Brevet Brig. Gen. and Captain of Eng's.

ENGINEER DEPARTMENT, *February* 25, 1858.

A true copy from the records of this office.

H. G. WRIGHT,
Capt. of Eng's, in charge.

No. 3.

WAR DEPARTMENT,
Washington, April 28, 1857.

SIR: The provisions of the law to which you allude have not escaped my close observation. The difficulty you suggest is fully provided for by the terms of the contract for the purchase of the property.

I am, very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Brevet Brig. Gen. JOS. G. TOTTEN,
Chief Engineer.

ENGINEER DEPARTMENT,
Februarg 27, 1858.

A true copy from the original, filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

No. 4.

AN ACT giving the consent of the State of New York to the purchase by the United States of certain property in the counties of Queens and Richmond, and to cede to the United States jurisdiction thereof.—Passed April 15, 1857.

The people of the State of New York, represented in senate and assembly, do enact as follows:

SECTION 1. The consent of the State of New York is hereby given to the purchase by the United States of all and each and every tract of land on the island of Long Island, in the county of Queens, in a direction opposite Fort Schuyler, East river, that may be acquired by the United States, and that shall be necessary, under the appropriation by Congress of March third, eighteen hundred and fifty-seven, for the commencement of a fort opposite Fort Schuyler, New York, for the purpose of building and maintaining thereon forts, magazines, dock yards, wharves, and other necessary structures, with their appendages; and over all the contiguous shores, flats, and waters within four hundred feet from low water mark; and in case the owners of the said land shall not consent to sell the same on such terms as the United States may deem equitable, the consent of the legislature is hereby given to the United States taking the same, for the purpose aforesaid, upon just and full compensation being provided for the owners thereof, in the manner prescribed in the fourth article and second title of the ninth chapter and third part of the Revised Statutes; and all right, title, and claim which this State may have to or in the premises aforesaid, is hereby granted to the United States, subject to the restrictions hereinafter mentioned.

SEC. 2. The consent of the State of New York is also hereby given to the purchase by the United States of all, each, and every portion of that tract of land, on Staten Island, in the county of Richmond, New York, now owned by William H. Aspinwall, who is to convey the same to the United States; said land lying mainly between the land of the United States and New York avenue, for the purpose of building and maintaining thereon forts, magazines, arsenals, and other necessary structures, with their appendages.

SEC. 3. The jurisdiction of the State of New York in and over the said property referred to and set forth in the first and second sections hereof, shall be, and the same is hereby, ceded to the United States, subject to the restrictions hereinafter mentioned.

SEC. 4. The said consent is given and the said jurisdiction ceded upon the express condition that the State of New York shall retain a concurrent jurisdiction with the United States in and over the said property, so far as that all civil, criminal, and other process, which may issue under the laws or authority of the State of New York, may be executed thereon, in the same way and manner as if such consent had not been given or jurisdiction ceded, except so far as such process may affect the real or personal property of the United States.

SEC. 5. The jurisdiction hereby ceded shall not vest, in any respect, to any portion of said property, until the United States shall have acquired the title thereto, by purchase or otherwise.

SEC. 6. The said property, when acquired by the United States,

shall be and continue forever thereafter exonerated and discharged from all taxes, assessments, and other charges which may be levied or imposed under the authority of this State; but the jurisdiction hereby ceded and the exemption from taxation hereby granted shall continue, in respect to said property and to each portion thereof, so long as the same shall remain the property of the United States, and be used for the purposes aforesaid, and no longer.

SEC. 7. This act shall take effect immediately.

STATE OF NEW YORK, *Secretary's office.*

I have compared the preceding with the original law on file in this office, and do hereby certify that the same is a correct transcript therefrom, and of the whole of said original law.

Given under my hand and seal of office, at the city of Albany, this [L. S.] twenty-fourth day of April, in the year one thousand eight hundred and fifty-seven.

N. P. STANTON,
Deputy Secretary of State.

No. 5.

QUEENS COUNTY, *Long Island.*

Articles of agreement made between Frederick Wissmann and Celine Frances, his wife, of the town of Flushing, and George Irving, of the town of North Hempstead:

In consideration of the following, Frederick Wissmann and his wife hereby agree to sell and convey to George Irving the farm situated on Willetts' Neck, bounded as follows: Beginning at the southeast corner of land owned by Henry Day, and running thence in a southeasterly course, by the middle of the creek, to Little Neck bay; thence in a northerly course, by Little Neck bay, to Long Island Sound; thence, by Long Island Sound and Little Bay side, to the northwest corner of land owned by Henry Day; thence, by the northerly and easterly boundaries of Henry Day's lands, to the point of beginning.

The price of the above described property, including buildings and improvements of all descriptions, is one hundred and thirty thousand dollars, payable as follows: ten thousand dollars on or before the (28th) twenty-eighth day of April, 1857; thirty-five thousand dollars on or before the (10th) tenth day of July, 1857. Upon the last mentioned payment, Frederick Wissman and his wife engage to convey to George Irving, by a good, a legal warantee deed, the above described property. The balance of the purchase money, namely, eighty-five thousand dollars, is to remain on bond and mortgage for the term of five years from the fifteenth (15th) day of April, 1857, at seven per cent.; interest payable semi-annually. And it is further agreed, that the said Frederick Wissmann and his wife shall execute a release of the property from the above mortgage whenever required to do so

by George Irving, or his assigns, on the payment, in full, of the principal and interest due thereon.

The property, when conveyed, is to be free from all incumbrances and liens of every description; it being understood, however, that the reservation as to a cemetery is to remain as in existing deeds. And it is further understood, that a mortgage for eighteen thousand seven hundred and fifty dollars, ($18,750,) now existing on the property, is to remain at the option of Mr. Wissmann, and is to form part of the eighty-five thousand dollars that is to remain on mortgage.

It is further agreed, that if the said George Irving fails to pay the before mentioned sum of ten thousand dollars by the twenty-*eigth* day of April, 1857, then this agreement is void; and further, that if the said George Irving fails to pay the before mentioned sum of thirty-five thousand ——— by the tenth (10th) day of July, 1857, then this contract is void; and the sum of ten thousand dollars, previously paid, shall be retained by the said Wissmann to cover all and every damage sustained by him through the non-fulfilment of this agreement.

In consideration of the above conditions of this mutual agreement, George Irving hereby agrees to purchase the property above described, at the price named and on the terms specified, and to fulfil all the stipulations of this agreement, or abide by them.

Dated the 15th day of April, 1857, and executed in duplicate by

FREDERICK WISSMANN. [L. S.]
CELINE F. WISSMANN,
By her husband.
GEORGE IRVING. [L. S.]

Witnessed by—
P. M. WETMORE.

We hereby authorize and request Mr. Cornelius J. Van Blankensteyn, trustee for Celine Frances Wissmann, to confirm and carry out the annexed agreement, and for that purpose to execute all necessary papers; and we hereby agree to give possession of the property described in the annexed agreement to George Irving on the 10th day of July next, with the exception of the dwelling-house, barn, lawn, and garden, of which we are to retain the use until November 1, 1857, reserving also to our use the standing crops of the farm.

FREDERICK WISSMANN. [L. S.]
CELINE F. WISSMANN,
By her husband.

Witness present—
P. M. WETMORE.
APRIL 15, 1857.

Received of George Irving, this fifteenth (15th) day of April, 1857, one thousand dollars on account of the first payment, due April 28, 1857, and also received a check payable to the order of George Irving, and endorsed by him, for nine thousand dollars, which, when paid, will be in full for the payment due April 28, 1857, on the within contract. It is also agreed that if this check should not be paid at maturity, then the one thousand dollars already paid shall be forfeited.

FREDERICK WISSMANN.

STATE OF NEW YORK, } ss.
County of Queens, }

On this 15th day of April, A. D. 1857, personally came before me P. M. Wetmore, subscribing witness to the within instrument, to me known, who, being by me duly sworn, did depose and say, that he resides in the city of New York, No. 60 Merchants' Exchange; that he knew George Irving and Frederick Wissmann, the individuals described in and who executed the within instrument; that he was present and saw the said George Irving and Frederick Wissman execute the same; that the said Wissmann and Irving acknowledged the execution thereof, and thereupon he, the said P. M. Wetmore, subscribed his name as a witness thereto.

H. PEARSALL,
Justice of the Peace.

Entered and compared the foregoing with the original, the 15th day of April, 1857, at 3 o'clock p. m.
Examined by— STEPHEN L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, as the same is recorded in my office, in Liber 150 of Deeds, page 263, &c., and that the same is a true and correct transcript thereof, and of the whole of such original.

In testimony whereof I have hereunto set my hand, and affixed the [L. S.] seal of the said county, this 25th day of February, 1858.

STEPHEN L. SPADER, *Clerk.*

ENGINEER DEPARTMENT,
Washington, July 8, 1857.

SIR: You will receive a treasury draft in your favor, for one hundred and fifteen thousand dollars, which sum you will pay to Mr. George Irving and wife, on account of a purchase of land made by the Secretary of War of said persons, as the site of a fortification about to be begun at Willet's Point, opposite Fort Schuyler.

You will in person deliver this draft to Mr. Irving and wife—having made it payable to them—taking, at the same time, such receipt in duplicate as will be your voucher at the treasury.

A voucher of the form herewith is recommended. Your immediate attention to this business is requested.

Respectfully, your obedient servant,

JOS. G. TOTTEN,
Bt. Brig. Gen., and Col. Eng's.

Lieut. Q. A. GILLMORE,
Captain of Engineers, New York.

No. 7.

This indenture, made the twelfth day of May, in the year one thousand eight hundred and fifty-seven, between George Irving, of Little Neck, in the county of Queens and State of New York, party of the first part, and Cornelius F. Van Blankensteyn, of the city of New York, trustee of certain property and effects for the benefit of Celine Frances, wife of Frederick Wissmann, party of the second part; whereas the said George Irving is justly indebted to the said party of the second part in the sum of eighty-five thousand dollars, lawful money of the United States, secured to be paid by his certain bond or obligation bearing even date with these presents, in the penal sum of one hundred and seventy thousand dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of eighty-five thousand dollars, on the fifteenth day of April, which will be in the year one thousand eight hundred and sixty-two, with interest thereon at the rate of seven per cent. per annum, payable half yearly, on the fifteenth days of October and April in each and every year; which said bond also contains an agreement, that should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of thirty days, then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of eighty-five thousand dollars, with all arrearage of interest thereon, shall, at the option of the said party of the second part, or his legal representatives, become and be due and payable immediately thereafter, although the time limited for the payment thereof may not then have expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding, as by the said bond or obligation, and the condition thereof, and the said agreement therein contained, reference being thereunto had, may more fully appear. Now, this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to his successors and assigns forever, all that certain farm, tract, or parcel of land, situate, lying, and being near a place called Willet's Neck, in the county of Queens and State of New York, bounded and described as follows—that is to say: beginning at a stake on the northeasterly side of the bridge, across the creek in the centre of Mr. Wissmann's new private road leading from the highway to his house, being the most southerly corner of Mr. Day's land, and running the centre of said road north, thirty-seven degrees fourteen minutes east, five hundred and twenty feet;

thence north, twenty-six degrees twenty-nine minutes east, one hundred and forty feet; thence north, twenty-two degrees thirty-three minutes west, seven hundred and thirteen feet six inches; thence north, seventy-four degrees thirty-six minutes west, along Mr. Day's land to the East river; thence following the windings of the river, northerly and easterly, to Little Neck bay; thence along the bay, southerly and westerly, to the centre of the creek above mentioned; and thence, following the centre of the said creek as it winds and turns, in a northerly direction, to the point of beginning—containing about one hundred and ten acres, be the same more or less; together with a right of way over the road which crosses the said bridge and causeway, running to the public highway; being the same premises this day conveyed by the said party of the second part, together with the said Frederick Wissmann and Celine Frances, his wife, to the party of the first part, by an indenture bearing even date herewith; and these presents being executed and delivered to secure the payment of a portion of the purchase or consideration money expressed in said deed; together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances: to have and to hold the above granted, bargained, and described premises, with the appurtenances, unto the said party of the second part, his successors and assigns, to his and their own proper use, benefit, and behoof forever: Provided always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors or administrators, shall well and truly pay unto the said party of the second part, his successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void. And the said George Irving doth covenant and agree to pay unto the said party of the second part, his successors or assigns, the said sum of money and interest as above mentioned and expressed in the condition of the said bond; and if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part of either, that then and from thenceforth, it shall be lawful for the said party of the second part, his successors or assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, his heirs or assigns therein, at public auction, according to the act in such case made and provided. And as the attorney of the said party of the first part for that purpose, by these presents, duly authorized, constituted, and appointed to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance

in the law for the same in fee simple. And out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money, (if any there shall be,) unto the said George Irving, his heirs or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said party of the first part, his legal representatives and assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from, or under him, them, or any of them.

In witness whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

GEORGE IRVING. [SEAL.]

Sealed and delivered in the presence of—
JAMES P. HYATT.

CITY AND COUNTY OF NEW YORK, *ss.*

On this fifteenth day of May, 1857, before me, came George Irving, known to me to be the same person described in and who executed the foregoing indenture, and acknowledged that he executed the same.

JAMES P. HYATT,
Commissioner of Deeds.

STATE OF NEW YORK,
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, and also clerk of the supreme court for said city and county, do hereby certify that James P. Hyatt, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same.

And further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, the third day of July, eighteen hundred and fifty-seven.

RICHARD B. CONNOLLY, *Clerk.*

Entered and compared the foregoing with the original, the 6th day of July, 1857, at 5 o'clock, p. m.

Examined by— STEPHEN L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, as the same is recorded in my office, in Liber 94 of Mortgages, page 144, &c., and

that the same is a true and correct transcript thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of the said county, this tenth day of February, eighteen hundred and fifty-eight.

STEPHEN L. SPADER, *Clerk.*

No. 8.

This indenture of agreement, made the nineteenth day of November, 1856, between Frederick Wissmann, of the town of Flushing, and Celine Frances, his wife, parties of the first part, and Henry Day, of the city of New York, party of the second part, witnesseth: That the parties of the first part, in consideration of one dollar, and of these presents, have sold and do hereby sell unto the said Henry Day a portion of the premises situate in the town of Flushing, called Willett's Neck, as follows: The portions thereof, marked on a diagram or map thereof, made by W. Hexamer, viz: the southerly half of number 4, all of numbers 5 and 6, and also the land between number 6 and a line drawn from the southwesterly corner of the picket fence of the garden of the old house, and running in a straight line to the north corner of the bridge across the creek in the rear of the land, the southerly line to extend from said bridge west, to the East river, or Long Island Sound.

The said land hereby sold is bounded westerly by the East river or Sound, and easterly by the road laid out on the neck across the causeway extending to the middle of said road, which road shall be kept open thirty-two feet wide, as far as Mr. Day's land extends, 16 feet on each party, for the price of $500 per acre, for all the land contained in number 4, number 5 and number 6, and $2,000 for the land lying south of the southerly line of number 6, provided there are five acres of area northerly of a line extending from the river to the said corner of the picket fence, and thence in a straight line to the southerly end of the Cedar knoll near the said bridge; if there is in said last mentioned piece less than five acres in area north of the line extending from the East river to the middle of the road in the rear, then the parties of the first part shall deduct from said $2,000 at the rate of $400 per acre for such deficiency. The parties of the first part shall convey or cause to be conveyed to the said Day a good and satisfactory title. The mortgage, now a lien on the premises, shall be paid off or cause to be removed by the said parties of the first part, so as to save Mr. Day and his heirs and assigns harmless from the same, although Mr. Day shall not require this to be done before the deed is delivered, if the mortgagee objects to releasing the portion hereby sold; but in the deed to Mr. Day this property shall not be made subject to said mortgages.

It is understood and agreed that Mr. Day is to have with this land also a right of way along the road in the rear of his land, and across the causeway in the rear, to the public road; and also a right of way in front, near the old house, to the said public road, and he shall take his land subject to a convenient and passable right of way of the width of thirty feet along the southerly line upon the upland from the road

leading from the public road to the old house to the said road across the causeway in the rear, which way, convenient and passable, shall be opened by Mr. Day before he closes the old way. The parties of the first part shall have the use of that part of the old house now occupied by their farmer, free of rent, until April 1, 1857. In payment, Mr. Day shall convey to Mr. Wissmann, or any person the parties of the first part shall designate, by a good title, the premises number 140 West Thirty-Ninth street, and number 136 West Forty-Third street, in the city of New York, for the sum of $17,250, subject to mortgages for a term of three years yet unexpired, for eight thousand dollars or thereabouts, so as to make the amount due for the land and for the houses, exclusive of the mortgages, as nearly equal as possible. It is understood that the said premises shall be furnished with Croton water, baths, wash basins, gas fixtures, heating apparatus, &c., all complete; and Mr. Day shall guaranty the rent on said houses at the rate of seven hundred dollars per annum each, until May 1, 1857, from November 1, 1856.

The title shall be passed as soon as they can be conveniently examined, when the parties of the first part shall cause a deed to be executed of said premises to said Day by the trustee of the said Celine Francis Wissmann, in which the parties of the first part shall join. It is understood that if the parties of the first part cannot obtain a release of the rights of Jacob Wilkins in the small burying ground which lies in number 4, then Mr. Day shall take his land subject to the same; but the parties of the first part shall allow a deduction for the same at the rate of five hundred dollars per acre. It is also understood that the land shall be surveyed and the area computed from the ordinary high water mark on the East river, or Sound, and extend to the middle of the road in the rear.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

FRED'K WISSMANN, [L. S.]
CELINE F. WISSMANN, [L. S.]
HENRY DAY, [L. S.]

Sealed and delivered in the presence of—

[The words "which way, convenient and passable, shall be opened by Mr. Day before he closes the old way," on the third page written, and partly on the margin on said page, before execution.]

SAMUEL WILLETT,
As to the signature of Celine F. Wissmann,
GEORGE W. WINGATE,
As to Fred'k Wissmann and Henry Day.

STATE OF NEW YORK, }
Queens County, } *ss.*

On this twenty-first day of November, one thousand eight hundred and fifty-six, before me, personally came Celine F. Wissmann, known to me to be one of the individuals described in and who executed the foregoing instrument, who duly acknowledged that she executed the same.

SAM'L WILLETT,
Justice of the Peace.

City and County of New York, *ss.*

On this 26th day of November, A. D. 1856, before me, came George W. Wingate, subscribing witness to the foregoing instrument, to me known, who, being by me duly sworn, did depose and say, that he is acquainted with Frederick Wissmann and Henry Day, and knows them to be the same persons described in and who executed the foregoing instrument; that they executed the same in his presence; that at their request he subscribed his name as witness thereto, and that he resides in the city of New York.

HENRY BALDWIN,
Commissioner of Deeds.

State of New York, }
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, do hereby certify that Henry Baldwin, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in said city, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed the seal of the county, the 26th day of November, 1856.

RICH. B. CONNOLLY, *Clerk.*

Entered and compared the foregoing with the original, on the 29th day of November, 1856, at 3 o'clock p. m.

Examined by—

STEPHEN L. SPADER, *Clerk.*

Queens County, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, as the same is recorded in my office, in Liber 147 of Deeds, page 201, &c.; and that the same is a true and correct transcript thereof, and the whole of such original.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed the seal of said county, this 15th day of February, 1858.

STEPHEN L. SPADER, *Clerk.*

No. 9.

Cornelius Van Blankenstyne, trustee, to Henry Day.

This indenture, made the sixteenth day of February, one thousand eight hundred and fifty-seven, between Cornelius Van Blankenstyne, trustee of Celine Frances Wissmann, wife of Frederick Wissmann,

party of the first part, and the said Frederick Wissmann, of the town of Flushing, in the county of Queens, and Celine Frances, his wife, parties of the second part, and Henry Day, of the city of New York, counsellor-at-law, party of the second part, witnesseth that the said party of the first part, by and with the consent of the said Celine Frances Wissmann, signified by her joining in the execution of these presents of the second part, witnesseth: That the said parties of the first and second parts, for and in consideration of the sum of eleven thousand one hundred and thirty-five dollars, lawful money of the United States, to him in hand paid by the said party of the third part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the third part, his heirs, executors and administrators, forever released and discharged from the same, by these presents hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the third part, and to his heirs and assigns forever, all that certain piece or parcel of land situate, lying and being in the town of Flushing, Long Island, upon a certain neck, commonly called Willett's Neck or Wilkins' Neck, bounded and described as follows, namely: beginning on the southeasterly corner of the land hereby conveyed, on the margin of the Salt creek, at a stake; on the northeasterly side of the bridge across the Salt creek, at the middle of the private road leading from the highway to the house now occupied by Mr. Frederick Wissmann, and running thence in a straight line north, fifty-two degrees thirty-one minutes (52° 31′) west, one thousand three hundred and forty-four (1,344) feet two inches, more or less, to high water mark of the East river, or Long Island Sound; thence along high water mark of the same north, fifty-four degrees twenty-three minutes (54° 23′)east, ninety-nine (99) feet eight inches; and thence still along said high water mark north, forty degrees thirty-three minutes (40° 33′) east, one hundred and three (103) feet one inch; thence still along said high water mark north, twenty-six degrees thirty minutes (26° 30′,) east, three hundred and ninety-one (391) feet seven (7) inches; thence still along said high water mark north, six degrees ten minutes (6° 10′) east, one hundred and twenty-four (124) feet four (4) inches, to other land of the party of the first part; thence south, seventy-four degrees thirty-six minutes (74° 36′,) east, eight hundred and sixty-five (865) feet seven (7) inches, to the centre of a private road above mentioned; thence along the centre of said road south, twenty-two degrees thirty-three minutes (22° 33′) east, seven hundred and thirteen (713) feet six (6) inches; thence still along the centre of said road south, twenty-six degrees twenty-nine (26° 29′) west, one hundred and forty (140) feet; thence still along the centre of said road south, thirty-seven degrees fourteen minutes (37° 14′) west, five hundred and twenty (520) feet to the place of beginning—containing twenty-six (26) acres and thirty-five one-hundredths (35-100) of an acre of land, as the same were surveyed by John T. Carle, surveyor.

Together with all right, title, and interest, if any, of the parties of the first and second parts, to the land between high and low water

ark, on said East river; the said land hereby conveyed being bounded easterly by the centre line of a road laid out on the Neck acrosss the causeway, and extends to the middle of the said road, which said road shall be left open by the parties hereto thirty-two (32) feet wide, or sixteen (16) feet upon the land of the party of the first part, and sixteen feet upon the land hereby conveyed, as far as the land of the party of the third parts extends. Together with a right of way to the party of the third part, his heirs and assigns, in and over the said road in the rear of the land hereby conveyed, and across the bridge and causeway to the public road; and also a certain other right of way to the party of the third part, his heirs and assigns, from the front of the land hereby conveyed, and near the old house along and near the said Long Island Sound, to the said public road.

The land above granted is conveyed, subject, nevertheless, to a convenient and passable right of way to the said parties of the first and second parts, their heirs and assigns, of the width of thirty feet along the southerly line; but upon the upland, from the road leading from the public road to the old house, to the said road across the causeway, in the rear, which way, convenient and passable, shall be opened by the said party of the third before he closes the old way.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold the above granted, bargained and described premises, with the appurtenances, unto the said party of the third part, his heirs and assigns, to his and their own proper use, benefit and behoof forever.

And the said Frederick Wissmann, for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said party of the third part, his heirs and assigns, that the said Cornelius Van Blankenstyne, at the time of the sealing and delivery of these presents, is lawfully seized in trust for the said Celine Frances Wissmann, of a good, absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner aforesaid; and that the said party of the third part, his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted pemises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said parties of the first or second parts, and their successors, heirs or assigns, or of any other person or persons lawfully claiming or to claim the same; and that the same now are free, clear, discharged and unincumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever; and also that the said parties

of the first and second parts, and their heirs, and all and every person or persons whomsoever lawfully or equitably deriving any estate, right, title or interest, of, in or to the hereinbefore granted premises, by, from, under or in trust for them, or either of them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the third part, his heirs and assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law, for the better and more effectually vesting and confirming the premises hereby granted, or so intended to be, in and to the said party of the third part, his heirs and assigns forever, as by the said party of the third part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or required. And the said Frederick Wissmann and his heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the third part, his heirs and assigns, against the said parties of the first and second part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

C. F. VAN BLANKENSTYNE. [L. S.]
FREDERICK WISSMANN. [L. S.]
CELINE FRANCES WISSMANN. [L. S.]

Sealed and delivered in the presence of—

SAMUEL WILLETT,
As to signatures of Frederick Wissmann and wife.
RICHARD A. CHAMBERS,
As to C. F. Van Blankenstyne.

STATE OF NEW YORK, } *ss.*
Queens County, }

On the sixteenth day of February, one thousand eight hundred and fifty-seven, before me, personally came Frederick Wissmann and Celine Frances, his wife, both known to me to be the same individuals described in and who executed the within conveyance, who severally duly acknowledged that they executed the same; and the said Celine Frances, on a private examination by and before me, separate and apart from her husband, acknowledged that she executed the same freely, and without any fear or compulsion of or from her said husband.

SAMUEL WILLETT,
Justice of the Peace.

CITY AND COUNTY OF NEW YORK, *ss.*

On the twentieth day of February, eighteen hundred and fifty-seven, before me, personally came Cornelius F. Van Blankenstyne

known to me to be the individual described in and who executed the within instrument, and acknowledged that he executed the same.

R. A. CHAMBERS,
Commissioner of Deeds.

STATE OF NEW YORK, }
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, and also clerk of the supreme court for said city and county, do hereby certify that R. A. Chambers, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same; and further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, the 4th day of March, 1857.

RICHARD B. CONNOLLY, *Clerk.*

Entered and compared the foregoing with the original, on the 6th day of March, 1857, at 9 o'clock a. m.

STEPHEN L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, as the same is recorded in my office, in Liber 149 of Deeds, page 295, &c., and that the same is a true and correct transcript thereof and the whole of said original.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of said county, this 15th day of February, 1858.

STEPHEN L. SPADER, *Clerk.*

No. 10.

SIR: Within a few days of the close of the late Congress, and when the "fortification bill" was up in the Senate, I wrote a hasty note to the Hon. Hamilton Fish, of that body, requesting him to have inserted in the bill an appropriation of $100,000 for the purchase of "*Wilkins' Neck*," near this place, and almost opposite "Fort Schuyler," and the sum of $50,000 for the commencement of a fortification thereon. Mr. Fish, before receiving my note, had done as I desired, and the bill almost immediately passed the Senate and House, and soon became a law. Previous to this I had addressed General Totten

on the subject of purchasing this site for a fortification, and had received from him a reply, informing me that the government had long *desired* to make a purchase, and would do so as soon as an appropriation was made.

Permit me to say, sir, that I reside near the site mentioned, know it well, and have long known its owner. He gave for the property (the *whole* of it) $35,000, and has built upon it a fine house, and in other respects improved it. He has also sold off several portions, and the parties buying of him have commenced building. Before I left home to attend the last session of the 34th Congress, Mr. Wissman was anxious that I should find out if the government wanted his property. To this end I wrote to General Totten, as above stated.

On my return home, after the adjournment, Mr. Wissman met me, and as he had *heard* of the appropriation made, thought proper to imagine a "*trick*" had been played him, and that the amount was *not* sufficient. Subsequent to this, and after *some* negotiation had been had with him upon the subject by government parties, Mr. Wissman made a sale to third persons for $130,000, the said parties purchasing *on speculation*, and designing to obtain from the government, for the *same* property, the sum of $200,000. So the case stands at present.

I have thought it my duty, sir, to give you this information, and to offer my services in any way available. All parties here who know the property well, consider Mr. Wissman well paid at $100,000, and I am not disposed to have speculations made upon the treasury for the aggrandizement of persons who deem it fair enough to cheat Uncle Sam if opportunity offers.

I have the honor to be, sir, your obedient servant,

WILLIAM W. VALK.

Hon. SECRETARY OF WAR,
Washington, D. C.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

No. 11.

82 MERCHANTS' EXCHANGE, NEW YORK,
March 18, 1857.

MY DEAR SIR: Agreeably to my arrangement with you yesterday, I will now state the terms on which I will offer my land at Willett's Neck to the United States government.

After a good deal of looking about, I have chosen this place as the finest I could discover for my private residence. It is, in my estimation, the choicest part of the Neck, and as such I chose it, and disposed of valuable, productive property in the city for it. If it is

taken, I shall find it very difficult, if not impossible, to find another place with the water front it has within the same distance of New York. I consider the value of my land much greater than the bulk of Mr. Wissman's. He is the holder of a large amount, desirous of selling; I am the holder of a small choice spot, desirous of keeping it. He has some waste land; I have all excellent land, with fine trees, and water of good depth in front, and fine springs, and a pond of fresh water, the only naturally flowing water on the place. I have employed an architect, and have my plans and specifications for building, which I had commenced. I had employed a landscape gardener, who has been perfecting a plan for my grounds. I have employed a carpenter and a master builder, and made my arrangements with them for the building and finishing my house next summer, 1858. If any land is taken, I am left with all these expenses on my hands, with all these contracts, to be arranged as best I can, and I am left without a house or place which perfectly suited me.

A road is laid out and made all along the rear of my land, of which I own one-half.

Appurtenant to my land, and passing with it, are two rights of way to the public road, which is about 100 rods to the south.

I have one right of way to the said road from the rear of my land across the creek and causeway, over which there is a road now built; and also another right of way along the Sound in front. These rights of way are of the greatest importance, for they constitute the only possible approach to any public road.

These statements I have made that my true position may be known, and I believe government will not refuse that compensation which will be vital to me and of so little consequence to them.

I am willing the government should take my grounds on the following terms:

1. For the land, $1,500 per acre, 26⅔ acres	$39,500
2. For the farm-house, barn, &c	3,000
3. For expenses of architect, plans and specifications, landscape gardener and his plans	800
4. Damages in annulling contracts with builders and masons, and expenses in digging	1,200
	44,500

I would state that I cannot buy land between the Neck and New York with such water front and other desirable points for less than fifteen hundred dollars per acre. I cannot buy land on the North river, within fifty miles of New York, with fine views, for less than from $1,700 to $2,000 per acre.

It is proper also to say that I refused to purchase at Willet's Neck until I had direct information from the War Department at Washington last fall, that there was no hope or prospect that the land would be taken for the purposes of the government. Upon the receipt

of that information I purchased last fall, and immediately made my preparations to build.

I desire that the contents of this letter should be laid before the officers of the department whose duty it is to decide this matter.

Very truly yours,

HENRY DAY.

Mr. VAN NOSTRAND.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from a copy filed in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

No. 12.

FLUSHING, *June* 18, 1857.

SIR: The district attorney, who is examining title of property sold by me to the United States, requires me to produce the map of survey.

The only copy in my control was sent by me to the War Department in April last.

May I ask of you the favor to order the map to be transmitted to Mr. McKeon, United States attorney, as early as practicable.

Very respectfully, your obedient servant,

GEORGE IRVING.

Hon. J. B. FLOYD.

ENGINEER DEPARTMENT, *February* 27, 1858.

The foregoing is a true copy from the original now on file in this office.

H. G. WRIGHT,
Captain of Engineers, in charge.

No. 13.

COUNTY OF QUEENS, *ss.*

I, Charles Willets, of Flushing, in the county of Queens, State of New York, do hereby certify that a certain mortgage, dated the 15th day of December, the year one thousand eight hundred and fifty-two, made and executed by John D. Ruyter, of the city of New York, gentleman, and Desire, his wife, to me, and recorded in the office of the clerk of the county of Queens, in Lib. 66 of Mortgages, page 75, on December 17, 1852, is paid and satisfied.

Dated August 3, 1857.

CHARLES A. WILLETS.

Witness: SAMUEL WILLEIT.

County of Queens, *ss.*

On the 3d day of July, 1857, before me, personally came Charles A. Willets, known to me to be the individual described in and who executed the above certificate, and acknowledged that he executed the same as his act and deed.

SAMUEL WILLETT,
Justice of the Peace.

Entered and compared the foregoing with the original, on the 27th day of November, 1857.

S. L. SPADER, *Clerk.*

Queens County, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, as the the same is recorded in my office, in Lib. 8 of Discharges, page 291, and that the same is a true and correct transcript thereof and the whole of the said original.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of said county, the 22d day of February, 1858.

STEPHEN L. SPADER, *Clerk.*

No. 14.

State of New York, }
City and County of New York, } *ss.*

I, Charles P. Lowerre, of Flushing, Queens county, do hereby certify that a certain indenture of mortgage, bearing date the fifteenth day of December, in the year one thousand eight hundred and fifty-two, made and executed by John De Ruyter, of the city of New York, gentleman, and Desire, his wife, to me, the said Charles P. Lowerre, and recorded in the office of the clerk of Queens county, in Lib. 66 of Mortgages, page 79, on the seventeenth day of December, in the year one thousand eight hundred and fifty-two, at 4 o'clock and 36 minutes in the afternoon, is paid; and I do hereby consent that the same be discharged of record.

Dated the third day of July, 1857.

CHARLES P. LOWERRE.

In presence of—
W. C. Wetmore.

State of New York, }
City and County of New York, } *ss.*

On the third day of July, one thousand eight hundred and fifty-seven, before me, came Charles P. Lowerre, known to me to be the individual described in and who executed the above certificate, and acknowledged that he executed the same.

JAMES P. HYATT,
Commissioner of Deeds.

STATE OF NEW YORK,
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, and also clerk of the supreme court for said city and county, do hereby certify that James P. Hyatt, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same. And, further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of said court and county, the third day of July, 1857.

RICHARD B. CONNOLLY, *Clerk.*

Entered and compared the foregoing with the original, on the 27th day of November, 1857.

S. L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing certificate with the original as the same is recorded in my office, in Lib. 8 of Discharges, page 290, and that the same is a true and correct transcript thereof and the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of said county, this 22d day of February, 1858.

STEPHEN L. SPADER, *Clerk.*

No. 15.

STATE OF NEW YORK,
City and county of New York, } *ss.*

I, Cornelius F. Van Blankenstyne, trustee of certain property and effects for the benefit of Celine Frances Wissman, wife of Frederick Wissman, do hereby certify that a certain indenture of mortgage, bearing date the twelfth day of May, in the year one thousand eight hundred and fifty-seven, made and executed by George Irving to me, to secure the payment of the sum of fifteen thousand five hundred dollars and sixty-one cents, on the 10th day of February, 1857, which said mortgage is recorded in the office of the clerk of the county of Queens, in Liber — of Mortgages, page —, on the 6th day of July, in the year one thousand eight hundred and fifty-seven, at — o'clock in the ——, is paid. And I do hereby consent that the same be discharged of record. Dated the 9th day of July, 1857.

C. F. VAN BLANKENSTYNE,
Trustee. [L. S.]

In presence of—
JAMES W. HALE.

STATE OF NEW YORK,
City and County of New York, } *ss.*

On the ninth day of July, in the year one thousand eight hundred and fifty-seven, before me, came Cornelius F. Van Blankenstyne, known to me to be the individual described in and who executed the above certificate, and acknowledged that he executed the same as trustee, as aforesaid.

JAMES W. HALE,
Commissioner of Deeds.

STATE OF NEW YORK,
City and County of New York, } *ss.*

I, Richard B. Connolly, clerk of the city and county of New York, and also clerk of supreme court for said city and county, being a court of record, do hereby certify that James W. Hale, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same; and further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of said court and county, the 9th day of July, 1857.

RICHARD B. CONNOLY,
Clerk.

Entered and compared the foregoing with the original, on the 10th day of July, 1857.

S. L. SPADER, *Clerk.*

QUEENS COUNTY, *ss.*

I, Stephen L. Spader, clerk of the county of Queens, do hereby certify that I have compared the foregoing with the original, and that the same is a true and correct transcript thereof and the whole of such original.

Intestimony where of I have hereunto set my hand and affixed the [L. S.] seal of said county, this 12th day of February, 1858.

STEPHEN L. SPADER,
Clerk.

No. 16.

ENGINEER DEPARTMENT,
Washington, March 30, 1858.

SIR: I have the honor to return the letter of Mr. James B. Sheriran, clerk of the House committee appointed to investigate the

purchase of the property at Willett's Point, in which a call is made by resolutions of the committee, for copies not heretofore furnished of all the letters, telegraphic despatches, and papers in any way connected with the sale and purchase of the property at Wilkins' Point, duly certified for the use of the committee; there being also a request for information whether within the last five years the government has purchased any land in New York harbor other than that at Willett's Point, and if so, what quantity, the price paid therefor, and for what use such land was purchased.

There are enclosed herewith certified copies of a letter, dated July 8, 1857, from the Engineer Department to Lieutenant Gillmore, Corps of Engineers, and of his reply, dated July 10, 1857. These, with the series heretofore furnished the committee, give the whole correspondence, papers, &c., to be found in this office upon the subject of the purchase of the land at Willett's Point up to the time of the payment of the purchase money, excepting the title papers, a list of which has been already supplied.

In reply to the second point of inquiry, I have the honor to state that on the 14th of August, 1854, a tract of land, embracing 5⅕ acres, more or less, was purchased from Peter Jacobson for $12,000. On the 1st of September, 1857, a tract of land, embracing 17 acres, more or less, as determined by computation from the plat accompanying the title papers, was purchased from William H. Aspinwall for $42,500. Both of these tracts adjoin land previously owned by the United States on Staten Island, at the Narrows, near Fort Tompkins, and were purchased for fortification purposes, their possession being deemed indispensable to the arrangement of a proper system of defensive works at this locality. No other purchase of land in New York harbor, of which this office has any knowledge, has been made within the last five years.

I am, very respectfully, sir, your obedient servant,

H. G. WRIGHT,
Captain of Engineers, in charge.

Hon. JOHN B. FLOYD,
Secretary of War.

No. 17.

ENGINEER DEPARTMENT,
Washington, April 29, 1858.

SIR: I have the honor to acknowledge the receipt of your note of the 27th instant, in which you ask for a copy of the survey lately made by the government at Willett's Point, in the harbor of New York, and for a certified copy of the survey furnished by Mr. George Irving.

The map of the government survey has not yet been received here, but the officer in charge will be at once requested to forward the original to this office as soon as possible, and, when received, a copy will be sent to your committee without unnecessary delay.

I enclose herewith a certified copy of the sketch which accompanied Mr. George Irving's offer to the Secretary of War to sell to the United States at Willett's Point. A copy of this has already been sent to the committee, with the first papers on the subject from this office.

A certified copy of a lithographic "Map of the property known as Willett's Neck, situated on Long Island Sound, surveyed and laid out by W. Hexamer, architect and surveyor," was also lately sent to the committee, in compliance with a request made to General Totten, and it is presumed it has been received. This last map was received here from the Attorney General's office, enclosed in a letter of Mr. Gillett dated July 10, 1857, but it is not known whether or not it came originally from Mr. George Irving. These are the only maps in this department relating to the purchase.

With the highest respect, your obedient servant,

H. G. WRIGHT,
Captain of Engineers, in charge.

Hon. JOHN B. HASKIN,
Chairman Select Committee, &c., House of Representatives.

No. 18.

OFFICE OF THE ASSISTANT TREASURER, UNITED STATES,
New York, July 9, 1857.

Received from John J. Cisco, assistant treasurer United States, at New York, the payment of the following draft, viz:

No. of draft, 2329.—No. of warrant, 1589.

July 8, 1857.

Drawn in favor of Lieutenant Q. A. Gillmore, corps engineers, $115,000, (one hundred and fifteen thousand dollars.)

For American Exchange Bank.

JAMES MURRY.

[Endorsed.]

Pay to the order of George Irving.

Q. A. GILLMORE, *First Lieut Engineers.*

Pay to the order of Richard Schell.

GEORGE IRVING.

RICHARD SCHELL.

Ex Libris
SEYMOUR DURST

AVERY
DURST